



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
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Abby M. Freedman, Chair
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Robert W. Runcie
Superintendent of Schools

ADDENDUM NO. 3

April 18, 2017

Reference: 17-050N Classroom and Office Supplies & Equipment (Catalog)

Subject: Request for Additional Information

Dear: **All Bidders**

CALLED FOR Insert Date & Time

Amend the above referenced ITB in the following particulars only:

This Addendum is for informational purposes only and need not be returned with your Bid. By virtue of signing the "Invitation to Bid Form 3270D", Page 1 of ITB No. 17-050N Classroom and Office Supplies & Equipment (Catalog), Bidder certifies acceptance of this Addendum.

Sincerely,

Insert Name Here

Purchasing Agent Select One

Click or tap here to enter text.

Cc: Click or tap here to enter text.



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Note: Below are responses to the questions received.

Questions & Answer Section

Question 1: What brightness is requested for the copy paper and do you accept imported paper?

Answer 1: Please review product description for item numbers listed on the Bid Summary Sheet for details on brightness. We cannot make a determination in regards to the imported paper until sampling has been completed to ensure it meets or exceeds our specifications.

Question 2: The delivery terms read delivery to various SBBC locations. I am seeking some clarification on this regarding the copy paper (Items TT and UU). As per the delivery terms, are the 'various locations' referring to inside delivery to the individual schools? Or will these orders be shipped to the Central Warehouse? Approximately what is the estimated size and frequency of each order of copy paper?

Answer 2: Items will be delivered to various schools and departments throughout the District and we cannot provide an estimate of frequency or order quantities.

Question 3: Are Ink and Toner included in the scope of the bid? They are not mentioned in the items to be included or in the exclusions.

Answer 3: They are not included on this Bid.

Question 4: How and when will pricing be updated for items not in Bid 1 that are priced at a discount from list? Should pricing be updated quarterly based on changes in list price?

Answer 4: Pricing will not be updated at specific times. The single-fixed percentage discount provided will remain firm and be applied to the most current MSRP when the order is being placed.

Question 5: Item NN Both part numbers listed are for regular post its, not pop up. (They don't exist for that size) Should we ignore the "pop up" reference?

Answer 5: Please ignore the "pop-up" reference.

Question 6: Since the criteria on Item 1 Bid Summary has changed to prices holding firm for the first six months, is the "QUANTITY" currently shown on the spreadsheet staying the same or will those amounts be reduced?

Answer 6: Quantity is for Bid tabulation comparison and is not being changed.

Question 7: For Bid Item 1, you note a Single Fixed Percentage Discount, and your spreadsheet allows for a different percentage in each field. Please clarify.

Answer 7: Single discount should be provided for each item.



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Question 8: Would you consider a Bidder's "house brand" classified as "Generic Brand"? If so, when would you need samples—at bid opening or upon request?

Answer 8: We cannot make a determination in regards to the "House Brand" until sampling has been completed to ensure it meets or exceeds our specifications. Samples should be provided at Bid Opening.

Question 9: For Bid Item 1, how will your award be determined? Once you removed the total field, it became unclear. Greatest discount? Line-item net pricing extension totals?

Answer 9: Total extension price. Total field will be included in Tabulations.

Question 10: If only bidding on Manufacture Catalog and **not any items on the excel spreadsheet**, should the sheets still be included in the bid packet and noted n/a for each item? Please confirm that Net pricing is acceptable on the BID SUMMARY SHEET.

Answer 10: Those sheets should only be submitted if you are bidding on the items.

Question 11: Are the unit prices that you are requesting with or without the percentage discount applied?

Answer 11: Discount does not apply to the unit price. The discount will be applicable after the initial six months.



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ADDENDUM NO. 2

April 7, 2017

Reference: 17-050N Classroom and Office Supplies & Equipment (Catalog)

Subject: Request for Additional Information

Dear: **All Bidders**

CALLED FOR Insert Date & Time

Amend the above referenced ITB in the following particulars only:

This Addendum is for informational purposes only and need not be returned with your Bid. By virtue of signing the "Invitation to Bid Form 3270D", Page 1 of ITB No. 17-050N Classroom and Office Supplies & Equipment (Catalog), Bidder certifies acceptance of this Addendum.

Sincerely,

Insert Name Here

Purchasing Agent Select One

Click or tap here to enter text.

Cc: Click or tap here to enter text.



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Note: Below are responses to the questions received.

Questions & Answer Section

Question 1: Can we opt out ACH Payment Agreement, Section 6, Attachment 6?

If yes, do we note that on the form and include in the bid package?

Answer 1: ACH payment is optional and can be noted on the form.

Question 2: A,B,C,D = If you want to provide value driven products, these binders would NOT include sheet lifters, as stated on the bid summary sheet. In fact, binders with sheet lifters are not available. Would you consider removing the term "sheet lifter" in the description so as to enable vendors to bid on these items?

Answer 2: Bid Summary has been updated.

Question 3: N,O = I cannot locate on either Office Depot or Staples websites **BOTH** of these items. I find only one style. Would you consider removing the term "Or Generic Brand" on both to allow vendors an opportunity to bid on them?

Answer 3: Item numbers have been added and other Generic brands are accepted.

Question 4: V = Dividers (8 tab) Buff paper & colored tabs are not an option if they are numbered 1-8. The divider would be white, the tabs colored and numbered and they are sold 6 sets per box. Would you consider amending the description to reflect corrected colors and packaging?

Answer 4: Bid Summary has been updated for description. The number included in each package is included in the description.

Question 5: W= Dividers (5 tab) Is this supposed to be the same item as "V" but with 5 tabs? Numbered 1-5? If so, the divider would be white, the tabs colored and numbered and they are sold in sets of 6. The other option to V and W would be 5 or 8 insertable tab dividers, buff color divider with colored tabs. Again sold in sets of 6. Would you consider amending the description to reflect corrected colors and packaging?

Answer 5: Bid Summary has been updated.

Question 6: FF = Since Dixon is the only brand you are accepting, can the description be changed to Dozen instead of Each?

Answer 6: Bid Summary has been updated.

Question 7: GG = Same question as FF.

Answer 7: Bid Summary has been updated.



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Question 8: NN = There is no "pop up" post it for this size, 1 ½" x 2". Would you consider changing the description?

Answer 8: Item numbers have been included on the Bid Summary Sheet.

Question 9: TT, UU = There is a current paper bid for these items. Do you want us to bid on them under this contract?

Answer 9: Yes, these items are included on this Bid.

Question 10: Please confirm that Net pricing is acceptable on the BID SUMMARY SHEET.

Answer 10: Yes it is acceptable.

Question 11: Please note that the spreadsheet does not include any product numbers. This information needs to be provided to ensure that every vendor quotes on and offers the same quality items.

Answer 11: Bid Summary has been updated.

Question 12: Please explain "Bidder's preference" on the Excel spreadsheet.

Answer 12: This is for internal purposes and will be applied during our Bid Tabulations. Please refer to Special Condition 7 for details on Bidder's Preference.

Question 13: On page 13, item number 22, does the minimum order apply only to items A thru BBB on the 9 page Bid Summary Sheet, or does it include all the other items we submit in our catalog as well?

Answer 13: This applies to Catalog items as well.

Question 14: Regarding "AWARD" – do we have to be the lowest to be awarded or will the pricing be a guideline for the schools/departments showing them the vendor with the lowest cost on that item?

Answer 14: Please refer to Special Condition 3.

Question 15: Are the bid items on the excel sheet the only items to be bid on?

Answer 15: Please refer to Special Condition 3.

Question 16: Is NET pricing allowed on the 50 commonly used items or do you prefer to see a percentage?

Answer 16: Both are required, please refer to Special Condition 3.

Please replace the Pages below:

DELETE: Page 9 – Special Condition 3 **INSERT:** Page 9 – Special Condition 3 –Revised

DELETE: Page 10–Special Condition 8 **INSERT:** Page 10–Special Condition 8–Revised



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Special Condition 30 has been included for Samples.

DELETE: Page 15

INSERT: Page 15 – Revised

Percentage Total has been removed from Bid Item 2

DELETE: Page 16

INSERT: Page 16 – Revised

Bid Summary Sheet in Excel has been revised with Specifications.

DELETE: Bid Summary Sheet

INSERT: Bid Summary Sheet - Revised



SECTION 4, SPECIAL CONDITIONS (Continued)

Revised

2. **TERM:** The award of this bid shall establish a contract for the period beginning July 1, 2017 and continuing through June 30, 2020. Bids will not be considered for a shorter period of time. The term of the contract may, by mutual agreement between SBBC and the Awardee(s), be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All percentage discounts offered shall be firm for the term of the contract as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.
3. **AWARD:** In order to meet the needs of SBBC, Bid Item 1 shall be awarded to the four (4) lowest responsive and responsible Bidders (including price with M/WBE incentive calculation) who comply with all specifications, terms and conditions of this bid. The low bid will be awarded based on the fifty (50) commonly used classroom and office supply items included on the Bid Summary Sheet. **Unit Prices included on the Bid Summary Sheet shall be the basis for award and shall be held for six (6) months. For each item, Bidder should also indicate a Single-Fixed Percentage Discount off Manufacturer's suggested list price that will used to purchase these items after the initial six (6) months until expiration.** It is required that the brands offered meet the same generic specifications as stated on the Bid Summary Sheet. An excel file has been provided on Demandstar to be executed and submitted with your bid. These Awardees should be in a favorable position to compete for SBBC's business, and those who offer the **lowest net prices** should obtain the largest volume of business. SBBC reserves the right to release new bids for any items that are included in catalogs submitted. Purchases under \$5,000: This bid does not preclude individual schools and/or departments from making purchases from other vendors, per total purchase order, in an amount up to \$5,000, pursuant to Policy 3320.
- Bid Item 2 shall be awarded to **ALL** responsive and responsible bidders meeting all specifications, terms, and conditions offering a **SINGLE-FIXED PERCENTAGE DISCOUNT off other Catalog items not included in Bid Item 1.** Offering a percentage mark-up instead of a discount shall result in disqualification of bid item. **Multiple discounts offered will be disqualified.**
- After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this SBBC for two years, as described in General Conditions 22 and 55.
4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Ms. Karlene Grant, Purchasing Agent III Procurement & Warehousing Services, 754-321-0542 or e-mail address karlene.grant@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Ms. Grant nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than, by information in this ITB document or by Addenda, shall not be binding on SBBC.
5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm percentage prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All percentages shall be firm through the contract period. The Bidder(s) agrees to this condition by signing its bid.

VENDOR NAME: _____

SECTION 4, SPECIAL CONDITIONS (Continued)

Revised

6. **SPECIFICATIONS/DESCRIPTIVE LITERATURE:** For Bid Item 1, complete technical specifications, together with illustrative materials providing brand name and model number of the item, are requested to accompany bid. This request is for all items bid, including the specified models. Non-compliance with this condition may cause the item not to be considered for award. Each Bidder is requested to submit one copy of full descriptive data for each item where bidding an alternate to the brand specified. The literature furnished must be identified to show the item in the bid to which it pertains.

7. **BIDDING PREFERENCE LAWS:** ALL BIDDERS MUST COMPLETE AND SUBMIT ATTACHMENT 4, SECTION 7, IN ORDER TO BE CONSIDERED FOR AWARD. The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment 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.

NOTE: State of Florida's Bidder's Preference is based on the Bidder's **principal place of business**. If the corporate office (principal place of business) is located out of the State of Florida, then SECTION 1 of the Legal Opinion of Bidder's Preference Form must be executed. If the Bidder's place of business is located within the State of Florida, then SECTION 2 must be executed and submitted with the bid.

8. **PRICE ADJUSTMENTS:** Bid Item 1 (A through BBB), unit prices offered shall remain firm throughout the first six (6) months of the contract. Thereafter, items shall be purchased using a single -fixed percentage discount until its expiration. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
9. **CATALOGS/PRICE LIST(S):** Bidders shall furnish, with this bid or upon request, one copy of the manufacturer's catalog/price list (MSRP) which will indicate all items Bidder can furnish. Internet-based or CD-ROM catalog/price lists are encouraged in lieu of hard copies. If an Awardee has a website with updated manufacturer list pricing with the SBBC discount schedule, state the web address on the Bid Summary Sheet. Bids submitted for other than classroom and office supplies and equipment shall not be accepted. All Awardees may be requested to deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) upon request and at no cost to SBBC when notified to do so. 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, percentage discount offered and term of contract on the cover of the MSRP price list distributed. Distributed catalog/pricelist(s) shall be at no charge to SBBC.

If, during the contract period, the Awardee issues replacements to the catalog(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to: SBBC Procurement & Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County, Florida (approximately 350) at no cost to SBBC, if necessary. 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: _____

SECTION 4, SPECIAL CONDITIONS (Continued)

Revised

28. **M/WBE UTILIZATION & INCENTIVE MULTIPLIER (Continued):**

The MWBE pricing incentive calculation is:

M/WBE Participation	Incentive multiplier	Example of score if Original Proposed Total Price is \$500,000
≥ 25%	90% or .9	\$450,000.00
≥ 23%	91% or .91	\$455,000.00
≥ 21%	92% or .92	\$460,000.00
≥ 19%	93% or .93	\$465,000.00
≥ 17%	94% or .94	\$470,000.00
≥ 15%	95% or .95	\$475,000.00
≥ 13%	96% or .96	\$480,000.00
≥ 11%	97% or .97	\$485,000.00
≥ 9%	98% or .98	\$490,000.00
≥ 7%	99% or .99	\$495,000.00
≥ 5%	100% or 1	

29. **ITB TIMELINE:**

- a. Release of ITB: 3/24/2017
- b. Written Questions due on or before 5:00 p.m. ET
in Procurement & Warehouse Service Department: 4/12/2017
- c. Proposals due on or before 2:00 p.m. ET
in Procurement & Warehousing Service Department: 4/25/2017
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704

Posting of Recommendation : 5/2/2017

30. **SAMPLES:** If bidding other than the manufacturer, models and Item numbers specified on the Bid Summary Sheet, the exact sample of each bid item offered must be furnished to SBBC Procurement and Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351, at no cost to SBBC. Samples must be labeled with the bidder's name, bid number and bid item number. SBBC shall REJECT any bid for an item when samples are not furnished as required. Equivalent items must meet or exceed all conditions and specifications (see General Condition 3).

VENDOR NAME: _____

SECTION 5, BID SUMMARY SHEET

Revised

BID ITEM 1 HAS BEEN DOWNLOADED ON DEMANDSTAR AS AN EXCEL SHEET.
THIS EXCEL FILE MUST BE SUBMITTED WITH YOUR BID.

DO NOT CHANGE ANY FORMATS, WORDING, NUMBERS, OR REARRANGE ITEMS IN THIS FILE

Delivery of Classroom and Office Supplies: _____ days ARO

BID ITEM 2 – OTHER CATALOG ITEMS

SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED

SINGLE-FIXED PERCENTAGE DISCOUNT OFFERED
FOR THE PURCHASE OF CLASSROOM AND OFFICE SUPPLIES AND EQUIPMENT
(Special Condition 10)

A. DISCOUNT FOR SUPPLIES _____%

B. DISCOUNT FOR EQUIPMENT _____%

Delivery: _____ days ARO

IF CATALOGS ARE NOT PROVIDED WITH SUBMITTED BID, PROVIDE YOUR COMPANY'S
WEB ADDRESS WHICH WILL PROVIDE ITEMS THAT CAN BE PURCHASED AND THEIR LIST PRICE.

Web Address: _____

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

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

VENDOR NAME: _____



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Robert W. Runcie
Superintendent of Schools

ADDENDUM NO. 1

March 28, 2017

Reference: 17-050N Classroom and Office Supplies & Equipment (Catalog)

Subject: Request for Additional Information

Dear: **All Bidders**

CALLED FOR Insert Date & Time

Amend the above referenced ITB in the following particulars only:

This Addendum is for informational purposes only and need not be returned with your Bid. By virtue of signing the "Invitation to Bid Form 3270D", Page 1 of ITB No. 17-050N Classroom and Office Supplies & Equipment (Catalog) , Bidder certifies acceptance of this Addendum.

Sincerely,

Insert Name Here

Purchasing Agent Select One

Click or tap here to enter text.

Cc: Click or tap here to enter text.



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Note: Below are responses to the questions received.

Questions & Answer Section

Question 1: Are the bid items on the excel sheet the only items to be bid on?

Answer 1: Bid Item 1 and Bid Item 2 will be awarded separately. Award details and Excel Bid Summary sheets have been updated.

Question 2: I received the ITB for this bid. I went ahead and viewed the contents and unfortunately the items on the Excel list are not items we offer. Are we still eligible to participate in this bid? May we offer our catalog of items? Or must we be able to offer items on this bid?

Answer 2: Please refer to Answer 1.

Please replace the Pages below:

DELETE: Page 9 – Special Condition 3 INSERT: Page 9 – Special Condition 3 –Revised

DELETE: Page 11–Special Condition 10 INSERT: Page 11–Special Condition 10–Revised

DELETE: Page 16 INSERT: Page 16 – Revised



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NORA RUPERT
DR. ROSALIND OSGOOD

ROBERT W. RUNCIE
Superintendent of Schools

March 24, 2017

Dear Prospective Bidders:

**SUBJECT: Instructions to Bidders
Invitation to Bid 17-050N – Classroom & Office Supplies and Equipment (CATALOG)**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Classroom & Office Supplies and Equipment (Catalog)**. 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 at karlene.grant@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

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

- **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 excel. 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 the Procurement & 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 7, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via email to karlene.grant@browardschools.com. Your response to the Statement of "No" Bid are very important to the Procurement & Warehousing Services when creating future ITBs.

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

Sincerely,

Karlene Grant
Purchasing Agent III

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

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET):
April 25, 2017

ITB NO.: 17-050N

RELEASE DATE : 3/24/2017

PURCHASING AGENT:
 Karlene Grant
 754-321-0542

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

BID TITLE:

CLASSROOM & OFFICE SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 1, Bidder Acknowledgement

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

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

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

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

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

SECTION 2, Submittal Requirements

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

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Descriptive Literature | <input type="checkbox"/> Licenses | <input type="checkbox"/> Material Safety Data Sheets |
| Special Condition __ | Special Condition __ | Special Condition __ | Special Condition __ |
| <input type="checkbox"/> Manufacturers Authorization | <input type="checkbox"/> References | <input type="checkbox"/> Bidder Questionnaire | <input type="checkbox"/> Other _____ |
| Special Condition __ | Special Condition __ | Special Condition __ | Special Condition __ |

Bidder's Preference Statement
Special Condition 6

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

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

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

 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid will make maximum use of recovered/recycled materials, but if not available, then the item shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.
6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

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

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **QUALITY:** Offered products will make maximum use of recovered/recycled materials, but if not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on **May 2, 2017 at 3:00 p.m. ET**, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**
37. (Continued):
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.**
38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as **"non-responsive."**
- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
- b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within 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. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of 7/01/15, 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 will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/secclle/GROUP_FEE_FIELDPRINT%20C ODE.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 will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**
- Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the Purchasing Agent identified in this competitive solicitation or his/her designee or such other person identified in writing by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

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

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

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

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

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

65. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

66. **STUDENT RECORDS:** Notwithstanding any provision to the contrary within this Invitation to Bid (ITB), any party contracting with SBBC under this ITB shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; 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.

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on a term contract for **CLASSROOM & OFFICE SUPPLIES AND EQUIPMENT (CATALOG)** with a firm single-fixed percentage discount as specified herein. Supplies and equipment purchased must include F.O.B. Destination and inside delivery of products at no additional cost. **Multiple discounts, tiered discounts or exceptions shall not be accepted.** Awardee must have the capability of accepting either an SBBC issued procurement card or a purchase order for ordering purposes. Awardees must not accept an order without a purchase order number. **One hard-copy bid and one identical electronic version of the bid, in PDF format or higher on a flash drive, must be submitted in time for bid opening.**

The goal of this contract is to help manage Broward County Schools' classroom and office supply requests; to assist in focusing and directing the purchase of these supplies to the most value oriented products whenever possible. In addition, providing quarterly reviews to maintain consistency and focus on those core products, and provide methods of utilizing products and disposition of products at the end of their product life whenever possible with the long-term approach ensuring the sustainability of the goals of Broward County Schools.

This bid is exclusively for basic classroom and office supplies and equipment. These are the products generally used in a classroom and office environment. Examples of basic office supplies include, but are not limited to: desk accessories, envelopes, calendars and planners, binders (3-ring, presentation, etc.), fasteners, file folders, chair mats, post-it note pads, name badges, pens, rubber bands, staplers, tape, index tab dividers, labels, legal writing pads, card and cover stock paper, gel and ballpoint pens, highlighters, permanent markers,

Examples of basic classroom supplies include, but are not limited to: backpacks, classroom toys, early learning skill sets, school activity items (soccer balls, basketballs, fluff balls), ball foams, bean bags and shapes, cone control cones, peg boards, games (ESOL, comprehension, reading, puzzles), colored pencils, crayons.

Exempt Items: Purchases from this bid may not include any items other than classroom and office supplies/equipment. Procurement and Warehousing Services has separate bids for the following items. Example of categories that are not to be sold under this bid:

Air Conditioners	Kitchen Appliances	Arts & Craft Supplies	Audio Visual Equipment
Cameras & Accessories	Telephones	Coffee Machines and Supplies	Computers/Tablets
Large Copiers	Custodial and Cleaning Supplies	Display/Wall Boards	Flags
Food and Beverages	Framed Artwork	Instructional and Literacy Supplies	Medical Supplies
Software			

Bidder(s) should provide an e-commerce online ordering web based platform and support HTTPS (SSL over HTTP) connections for ease of ordering. The platform should include all items included in Bidder's catalog that are allowed to be purchased under this bid.

VENDOR NAME: _____

SECTION 4, SPECIAL CONDITIONS (Continued)

2. **TERM:** The award of this bid shall establish a contract for the period **beginning July 1, 2017 and continuing through June 30, 2020**. Bids will not be considered for a shorter period of time. The term of the contract may, by mutual agreement between SBBC and the Awardee(s), be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All percentage discounts offered shall be firm for the term of the contract as stated in Section 2.5 of this RFP. The Proposer agrees to this condition by signing its Proposal.

3. **AWARD:** In order to meet the needs of SBBC, this Bid shall be awarded in its **ENTIRETY** to all responsive and responsible Bidders (**including price with M/WBE incentive calculation**) who comply with all specifications, terms and conditions of this bid. These Awardees should be in a favorable position to compete for SBBC's business, and those who offer the lowest net prices should obtain the largest volume of business. SBBC reserves the right to release new bids for any items that are included in catalogs submitted. Purchases under \$5,000: This bid does not preclude individual schools and/or departments from making purchases from other vendors, per total purchase order, in an amount up to \$5,000, pursuant to Policy 3320.

In order to determine low bid and be awarded the catalog portion of the ITB, fifty (50) commonly used classroom and office supply items have been selected to be bid. It is required that the brands offered meet the same generic specifications as stated on the Bid Summary Sheet. An excel file has been provided on Demandstar to be executed and submitted with your bid.

On the Bid Summary Sheet there will be an "**additional information**" section for Bidders to provide a single percentage discount from the catalog list price. In order to be considered to use the Balance of Line discount, the Bidder must be awarded Item 1 as stated on the Bid Summary Sheet.

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 this SBBC for two years, as described in General Conditions 22 and 55.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Ms. Karlene Grant, Purchasing Agent III Procurement & Warehousing Services, 754-321-0542 or e-mail address karlene.grant@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Ms. Grant** nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than, by information in this ITB document or by Addenda, shall not be binding on SBBC.

5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm percentage prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement & Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All percentages shall be firm through the contract period. The Bidder(s) agrees to this condition by signing its bid.

VENDOR NAME: _____

SECTION 4, SPECIAL CONDITIONS (Continued)

6. **SPECIFICATIONS/DESCRIPTIVE LITERATURE:** For Bid Item 1, complete technical specifications, together with illustrative materials providing brand name and model number of the item, are requested to accompany bid. This request is for **all items** bid, **including** the specified models. Non-compliance with this condition may cause the item not to be considered for award. Each Bidder is requested to submit one copy of full descriptive data for each item where bidding an alternate to the brand specified. The literature furnished must be identified to show the item in the bid to which it pertains.

7. **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT ATTACHMENT 4, SECTION 7, IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Bidders whose **principal place of business** is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose **principal place of business** is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment 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.

NOTE: State of Florida's Bidder's Preference is based on the Bidder's **principal place of business**. If the corporate office (principal place of business) is located out of the State of Florida, then **SECTION 1** of the Legal Opinion of Bidder's Preference Form must be executed. If the Bidder's place of business is located within the State of Florida, then **SECTION 2** must be executed and submitted with the bid.

8. **PRICE ADJUSTMENTS:** Bid Item 1 (A through BBB), unit prices offered shall remain firm throughout the term of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
9. **CATALOGS/PRICE LIST(S):** Bidders shall furnish, with this bid or upon request, one copy of the manufacturer's catalog/price list (MSRP) which will indicate all items Bidder can furnish. **Internet-based or CD-ROM catalog/price lists are encouraged in lieu of hard copies.** If an Awardee has a website with updated manufacturer list pricing with the SBBC discount schedule, state the web address on the Bid Summary Sheet. Bids submitted for other than **classroom and office supplies and equipment** shall not be accepted. All Awardees may be requested to deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) upon request and at no cost to SBBC when notified to do so. 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, percentage discount offered and term of contract on the cover of the MSRP price list distributed. Distributed catalog/pricelist(s) shall be at no charge to SBBC.

If, during the contract period, the Awardee issues replacements to the catalog(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to: SBBC Procurement & Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County, Florida (approximately 350) at no cost to SBBC, if necessary. 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: _____

SECTION 4, SPECIAL CONDITIONS (Continued)

10. **SINGLE FIXED PERCENTAGE DISCOUNT OFFERED FOR ADDITIONAL INFORMATION:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for the indicated classroom and office supplies and equipment that will be used for the term of the contract. Single fixed percentage offered shall remain firm throughout the term of the contract. Supplies and equipment for the purpose of this bid shall be defined as:

- A. **SUPPLIES:** Any catalog item whose net price is \$999.00 and under.
- B. **EQUIPMENT:** Any catalog item whose net price is \$1,000.00 or more.

Bidders shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current catalog's list price. **Net pricing is acceptable.** Awardees may offer SBBC additional educational discounts at any time and invoice SBBC at a greater discount than their bid discount.

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

12. **DELIVERY/FREIGHT:** Schools and Department may need **same day inside delivery** or **next day inside delivery** to be provided under this contract. **Delivery must not exceed three (3) business days after receipt of order.** All Awardees shall provide "**inside delivery**", F.O.B. Destination to 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/handling costs should be stated in detail on the quotation issued to an SBBC location. **Delivery, that includes freight collect, shall not be allowed.** **Delivery or freight charge shall be prepaid and added to the invoice as a separate amount on the invoice.** Awardee shall be responsible for filing, processing and collecting all damage claims against the shipper for damaged materials. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

All equipment for inside delivery shall be unloaded by the Awardee and/or Awardee's contracted delivery company. Delivery vehicles shall be equipped with lift gates to facilitate safe unloading of equipment at school or department locations. Schools and departments do not have equipment at their location to off-load equipment. SBBC employees shall not handle or unload any delivered materials.

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

13. **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.

VENDOR NAME: _____

SECTION 4, SPECIAL CONDITIONS (Continued)

14. **ORDERS:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is **NOT** obligated to place any order with any Awardee in this bid. However, all schools and departments requesting classroom and office supplies and equipment 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.
15. **BACKORDERS:** Packing slips must clearly indicate all items that are backordered. Backordered items should be delivered within five (5) calendar days unless the item is backordered by the manufacturer. Proper notification should be given to the person placing the order and the backorder should be noted on the invoice with the estimated delivery time. The District reserves the right to cancel backorders at any time and to purchase from another vendor. Backordered items may not be replaced by substitute items.
16. **ORDERING METHODS AND PROCESS** - Schools and departments will either place orders by the District's Purchase Order, use a District issued P-Card or place orders through their internal accounts. District issued P-Card orders or orders using the internal accounts may be placed via phone, fax or on a designated secure Internet site and these orders must be discounted at the percentage bid herein. **SBBC requires that individual P-Card information is not to be "saved" in the Awardee's ordering system. P-Card information must be re-input for each transaction for security purposes.**
- SBBC shall be handled as one (1) account with multiple ship to locations. Each "ship to" location could have multiple staff who could order classroom and office supplies. Each staff member who orders classroom and office supplies must be set up in the Suppliers website with their own individual user ID for security purposes. They must each also utilize their individual purchasing cards for this purpose. Sharing of purchasing cards is not allowed. Bidders shall provide information in their Bid indicating how orders may be placed and how individual P-Card transactions will be handled.
- Under no circumstances shall awarded vendor(s) accept verbal phone or fax orders without using a District issued Purchase Order or P-Card Number. The District cannot guarantee payment to the awarded vendor(s) under these circumstances.**
- Awarded vendor's internet site(s) may only be utilized by the District if prices can be configured with the District's bid discount applied and the vendor only offering Classroom and Office Supplies as described herein on the website. **All categories/products listed in Special Condition 1, under "Exempt Items", must be excluded from the Internet site unless approved in writing from Procurement & Warehousing Services**
17. **RETAIL STORES** – It is not a requirement of this bid for Bidders to have a retail store nor is it a requirement for bidders to participate in this type of sale if they do have retail stores. It is highly suggested that a Bidder have a retail store located within Broward County, Florida to conveniently purchase classroom and office supplies during the term of this contract.
18. **AREA REPRESENTATIVES:** Awarded vendors will be required to assign an inside representative and outside sales representative to manage the District's account for this bid. Indicate in space provided on the "Area Representative" document the name, phone number (include extension) and email address, of the inside customer service representative who will be familiar with the District's account and bid requirements, receive and review District orders and respond to any issues or questions, including but not limited to returns and credits. Additionally, state the name, cell phone number and email address for the outside representative who will make visits to schools and departments upon request, to resolve billing and delivery problems or any other issues. Awarded vendors must notify the District's purchasing agent immediately of any change in the assigned account representatives throughout the term of the contract.

VENDOR NAME: _____

SECTION 4, SPECIAL CONDITIONS (Continued)

19. **RETURNS** – Awarded vendor(s) shall replace or pick-up and credit all products damaged, duplicated, incorrectly ordered or shipped, within two (2) working days of notification of return. All returns shall be at no cost to the District.
20. **RESTOCKING** – The District will **not** pay a restocking charge for items returned in new, unused condition within thirty (30) calendar days after delivery.
21. **VALUE:** All SBBC locations will be urged to refer to catalogs and single fixed percentage discount of Awardee(s) to fill their orders at the lowest prices.
22. **MINIMUM ORDER:** 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 shall 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.
23. **WARRANTY:** Manufacturer's standard warranty shall be extended to SBBC for all catalog items. Warranty shall begin after delivery and acceptance by the user of the product.
24. **MATERIAL SAFETY DATA SHEETS (MSDS):** Bidder, as a result of award of this bid, delivering any toxic substances, as defined in Florida Statute Chapter 1013.49 or as amended, shall furnish to the Procurement & Warehousing Services or Risk Management Department, a Material Safety Data Sheet (MSDS) as detailed below. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. The District reserves the right to reject the use of any product from the Awardee's catalog for the term of the contract. **The material safety data sheet shall be provided with initial shipment to the "ship-to" location as stated on the Purchase Order and shall be revised on a timely basis, as appropriate.** Failure to ship an MSDS with initial shipment may result in rejection of shipment or delay in payment.

The MSDS must include the following information in English:

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

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

VENDOR NAME: _____

SECTION 4, SPECIAL CONDITIONS (Continued)

25. **BID CONDITIONS:** Bidder, by virtue of submitting a bid, agrees that SBBC's terms and conditions herein shall take precedence over any terms and conditions submitted with the bid, either appearing separately or included in pre-printed catalog(s) and/or price list(s) or other literature. Bidder agrees with this condition by signing the ITB bidder acknowledgement page.
26. **SALES PROMOTIONS / PRICE REDUCTIONS:** 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. Procurement & Warehousing 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/manufacture shall take effect immediately and be applied to unshipped and subsequent orders.
27. **IRS W-9 FORMS:** All Bidders are requested to complete the attached IRS Form W-9, in Section 6, Attachment 5 and submit with their bid
28. **M/WBE UTILIZATION & INCENTIVE MULTIPLIER:** 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 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 at least 51% owned, operated and controlled by minorities or women. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprises in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Bid.

In order to receive the M/WBE participation pricing incentive, at the time the bid is submitted, the bidder shall be certified by the School Board of Broward County (SBBC). Each bidder should complete Exhibit A1 "M/WBE Participation Form" and submit with their bid, which will be used by the Supplier Diversity & Outreach Program representative to score each proposal. The representative will determine the participation percentage for each proposal which will be applied to the Bid Item Total submitted for each proposer.

The pricing incentive will only be applied to M/WBE certified vendors at the time the bids are due. **Bidders who are NOT certified can disregard this section.**

See incentive calculation on the following page.

VENDOR NAME: _____

SECTION 4, SPECIAL CONDITIONS (Continued)

28. **M/WBE UTILIZATION & INCENTIVE MULTIPLIER (Continued):**

The MWBE pricing incentive calculation is:

M/WBE Participation	Incentive multiplier	Example of score if Original Proposed Total Price is \$500,000
≥ 25%	90% or .9	\$450,000.00
≥ 23%	91% or .91	\$455,000.00
≥ 21%	92% or .92	\$460,000.00
≥ 19%	93% or .93	\$465,000.00
≥ 17%	94% or .94	\$470,000.00
≥ 15%	95% or .95	\$475,000.00
≥ 13%	96% or .96	\$480,000.00
≥ 11%	97% or .97	\$485,000.00
≥ 9%	98% or .98	\$490,000.00
≥ 7%	99% or .99	\$495,000.00
≥ 5%	100% or 1	

29. **ITB TIMELINE:**

- a. Release of ITB: 3/24/2017
- b. Written Questions due on or before 5:00 p.m. ET
 in Procurement & Warehouse Service Department: 4/12/2017
- c. Proposals due on or before 2:00 p.m. ET
 in Procurement & Warehousing Service Department: 4/25/2017
 Proposal Opening will be at:
 7720 West Oakland Park Blvd., Suite 323,
 Sunrise, Florida 33351-6704

Posting of Recommendation : 5/2/2017

VENDOR NAME: _____

SECTION 5, BID SUMMARY SHEET

**BID ITEM 1 HAS BEEN DOWNLOADED ON DEMANDSTAR AS AN EXCEL SHEET.
THIS EXCEL FILE MUST BE SUBMITTED WITH YOUR BID.**

DO NOT CHANGE ANY FORMATS, WORDING, NUMBERS, OR REARRANGE ITEMS IN THIS FILE

Delivery of Classroom and Office Supplies: _____ days ARO

ADDITIONAL INFORMATION

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

**SINGLE-FIXED PERCENTAGE DISCOUNT OFFERED
FOR THE PURCHASE OF CLASSROOM AND OFFICE SUPPLIES AND EQUIPMENT
(Special Condition 10)**

A. DISCOUNT FOR SUPPLIES _____%

B. DISCOUNT FOR EQUIPMENT _____%

Delivery: _____ days ARO

**IF CATALOGS ARE NOT PROVIDED WITH SUBMITTED BID, PROVIDE YOUR COMPANY'S
WEB ADDRESS WHICH WILL PROVIDE ITEMS THAT CAN BE PURCHASED AND THEIR LIST PRICE.**

Web Address: _____

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

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

VENDOR NAME: _____

SECTION 5, BID SUMMARY SHEET (Continued)

ADDITIONAL INFORMATION

The information below is important to the management and deployment of the Bid; however, it is **NOT** a factor being used in awarding the Bid.

PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:

1. Describe how your customer service is handled. Does the Bidder have a customer service call center located in within the Broward County, Florida area? If out of this area, where are they located? Will the Supplier provide an Account Representative?
2. Bidder shall provide an explanation of how credits are to be handled, both for invoiced transactions and P-card transactions. How long does this process take?
3. Bidder must provide samples or screen shots of reports that may be provided upon request to the requesting location to review purchases by Broward County Schools as a whole or by individual departments. These examples should include volume and usage reports, reports regarding sustainability efforts and accomplishments. Can some of these reports be run by the requester through the supplier's website?
4. Describe or explain any value added services that can be provided to Broward County Schools in order to aid in saving overall costs which have not been referenced in this Bid.
5. Clearly describe how your company can assist in focusing or directing Broward County Schools' staff to the core (high volume) or "value" items list. Can you provide an alternative, but equivalent item during the "shopping process" or at the time of checkout? Any other methods?
6. Clearly describe and explain your implementation process. Is website training available? How are Broward County Schools' staff added to your system?
7. What type of catalogs do you offer, i.e., large full line, smaller more focused, online, etc.?
8. What is the process to fulfill a requested item that is not available from your distribution facility? What percent of orders are filled by the distribution facility? Does your ordering system show real time inventory status?
9. How does your system advise of backorders?
10. What type of online order confirmation is utilized? Please provide a sample order confirmation page.
11. If the Supplier operates retail stores within Broward County, Florida, are School Board employees able to utilize retail stores to purchase items using their P-Cards, if necessary? Can they obtain their contract prices at the register? Please explain in detail. This will not affect the award decision. This is just for information.
12. Next day delivery is expected. Please provide your typical delivery information, i.e., percentage of next day delivery, time of day requirement for next day delivery. Is delivery made by Supplier owned trucks or are third party carriers utilized?

VENDOR NAME: _____

SECTION 5, BID SUMMARY SHEET (Continued)

1. **COMPANY REPRESENTATIVE:** (See Special Condition 18)

Company Name
Company Representative
Street Address
City, State and Zip
Phone Number
Fax Number
Local/Toll-Free Phone Number
E-Mail Address
After normal business hours contact

VENDOR NAME: _____

SECTION 6, ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP

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

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

Check one of the following and sign:

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

Signature

Company Name

03/28/13

VENDOR NAME: _____

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.

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

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

SECTION 2 Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

SECTION 2 Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

SECTION 2 Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.

5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

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

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public – State of _____

My commission expires _____

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

VENDOR 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 be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

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

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

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

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

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

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

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

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

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

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

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

VENDOR NAME: _____

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

NOTICE: The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, **Section 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.

SECTION 1

LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES

(Must Select One)

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

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

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

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

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

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

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

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

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

SECTION 2 LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY

ATTORNEY'S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS

(Must Select One)

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

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

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

VENDOR NAME: _____

SECTION 6, ATTACHMENT 5

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

- This form can be filled out online and printed for signature. Only page one (1) needs to be returned

VENDOR NAME: _____

SECTION 6, ATTACHMENT 6



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

VENDOR NAME: _____

Authorization Agreement

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

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

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

Account Information

Name of Bank or Financial Institution: _____

Branch/ State _____

Routing No: _____

Account No: _____ Checking Savings

VENDOR AREA:
Remittance Confirmation: _____ Fax Email
 (please select one)

Federal Identification No. _____ TAX ID# SS#
 Vendor

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: _____ **Date:** _____

Authorized Signature (Joint) and Business title: _____ **Date:** _____

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

VENDOR NAME: _____

SECTION 7, STATEMENT OF "NO BID"

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

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

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

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____

Company Name _____

THIS FILE HAS BEEN REVISED WITH STOCK NUMBERS AND SPECIFICATION CHANGES - THIS FILE MUST BE RETURNED WITH YOUR SUBMITTED BID

- 1 DESCRIPTIVE LITERATURE MUST BE PROVIDED FOR EACH ITEM BELOW.**
- 2 ITEM NUMBERS STATED DOES NOT INDICATE A PREFERENCE OF MANUFACTURER OR SUPPLIER**
- 3 AWARD WILL BE MADE BASED ON UNIT PRICES ENTERED AND SHALL BE FIRM FOR THE FIRST SIX MONTHS OF THE CONTRACT**
- 4 UPON THE EXPIRATION OF SIX MONTHS, ITEMS SHALL BE PURCHASED USING THE SINGLE-FIXED PERCENTAGE PRICE DISCOUNT OFF MANUFACTURER'S SUGGESTED PRICE LIST UNTIL THE EXPIRATION OF THE CONTRACT**
- 5 SAMPLES MUST BE PROVIDED FOR ALL ITEMS BEING OFFERED OTHER THAN ITEM NUMBERS LISTED BELOW**

Item #	Description	Brand Offered & Stock Number	Quantity	Unit of Measure	% Price Discount	Unit Price	Extension
A	BINDER, WHITE 1", 3 ring, clear overlay on front, spine and back with sheet protectors. Durable view. Interior pockets. Brands: Office Depot #208819, Staples #976172 or Generic Brand		250	Each		\$	-
B	BINDER, WHITE 1-1/2", 3 ring, clear overlay on front, spine and back with sheet protectors. Durable view. Interior pockets. Brands: Office Dept #209215, Staples #976174 or Generic Brand		1,350	Each		\$	-
C	BINDER, WHITE 2", 3 ring, clear overlay on front, spine and back with sheet protectors. Durable view. Interior pockets. Brands: Office Depot #209692, Staples #976176 or Generic Brand		2,300	Each		\$	-
D	BINDER, WHITE 3", 3 ring, clear overlay on front, spine and back with sheet protectors. Durable view. Interior pockets. Brands: Office Depot #210016, Staples #126089 or Generic Brand		1,750	Each		\$	-

E	BINDER CLIP, SMALL 3/4" , for binding or hanging documents, steel wire arms fold flat in front and back positions. corrosion-resistant. 12 clips per box. Black. Brands: Office Depot #808857, Staples #103523 or Generic Brand	2,000	Single Box	\$ -
F	BINDER CLIP, MEDIUM 1-1/4" , for binding or hanging documents, steel wire arms fold flat in front and back positions. corrosion-resistant. 12 per box. Black. Brands: Office Depot #429431, Staples #900923 or Generic Brand	2,500	Single Box	\$ -
G	CARD, BLANK INDEX, 4"x 6" , plain white, blank on both sides. 7 to 8pt. Stock. 100 cards per package. Brands: Office Depot #1397827, Staples #517672 or Generic Brand	1,500	Packs	\$ -
H	CARD, BLANK INDEX, 3"x 5" , plain white, blank on both sides. 7 to 8pt. Stock. 100 cards per package. Brand: Office Depot #804286, Staples #517524 or Generic Brand	6,000	Packs	\$ -
I	CLEANER, WHITE BOARD, 8oz. spray bottle, tough but gentle cleaner. Conforms to ASTM-D-4236, AP Certified Non-toxic. Cleans shadows, ghosting and stubborn stains from most dry-erase surfaces. Brand: Office Depot #204057, Staples #120741 or Generic Brand	6,500	Bottles	\$ -
J	CLIPS, #1 REGULAR PAPER , silver color, trombone style, smooth finish, regular/standard, 100/box. Brand: Office Depot #222056, Staples #525881 or Generic Brand	20,000	Single Box	\$ -

K	CLIPS, JUMBO PAPER, silver color, trombone style, smooth finish, regular/standard, 100/box. Brand: Office Depot #429175, Staples #650964 or Generic Brand	30,000	Single Box	\$	-
L	DISPENSER, TAPE, black for 1" core tape, weighted base with rubberized bottom – non-slip. Brand: Office Depot #520328, Staples #130674 or Generic Brand	1,500	Each	\$	-
M	TAPE, Scotch Magic ¾" x 1296" (36 yds), frosty but invisible on paper. Ideal for sealing and mending, easy write-on surface. Brand: Scotch Magic 810 only.	8,000	Rolls	\$	-
N	ERASER, LARGE - pencil correction, pink, latex-free, soft smudge-free erasing beveled edges, 12 erasers per package. Brand: Office Depot #139736, Staples #877235 or Generic Brand	2,500	Packs	\$	-
O	ERASER, MEDIUM - pencil correction, pink, soft smudge-free erasing beveled edges, Medium, 24 erasers per package. Brand: Office Depot #279632, Staples #902714 or Generic Brand	8,000	Packs	\$	-
P	ERASER, DRY ERASE, soft pile, cleans with soap and water. Size: 2" x 5". Brand: Office Depot #307512, Staples #272153 or Generic Brand	7,500	Each	\$	-
Q	FILE, POCKET - LEGAL RED-ROPE - straight-cut, accordion style, red rope stock, gussets, 5-1/4" expansion, dark brown, heavy weight, 10 per box. Brand: Office Depot #781985, Staples #819525 or Generic Brand	1,000	Boxes	\$	-

R	FILE, POCKET – LETTER RED-ROPE - straight-cut, accordion style, red rope stock, gussets, 5-1/4" expansion, dark brown, heavy weight, straight cut, 10 per box. Brand: Office Depot #768050, Staples #819528 or Generic Brand	1,000	Boxes	\$	-
S	TAPE, CORRECTION, white out, flexible tip for smooth application, lays down smoothly with no creases, no drying time. 2 per package. Brand: Office Depot #396420, Staples #482491 or Generic Brand	5,000	Packs	\$	-
T	FOLDER, LETTER FILE, 1/2" high tab, undercut for label visibility, scored for 3/4" expansion, 1/3 assorted tabs, 1-ply, 11pt. Manila Letter, 100/box. Brand: Office Depot #543280, Staples #116657 or Generic Brand	7,200	Boxes	\$	-
U	HIGHLIGHTER, Broad/Chisel tip marker, fluorescent yellow, read through color, odorless and non-penetrating, stays bright, resist fading, AP Non-toxic. 12 per box. Brands Office Depot #128844, Staples #51165, or Generic Brand.	3,000	Boxes	\$	-
V	INDEX, DIVIDERS (8 TAB), Multicolor tabs with Table of Contents, buff paper w/reinforced binding edge, straight cut plastic tabs, 11" x 8 1/2", 8-tab numbered, 6 sets per box. 3 hole bunched. Mylar reinforced holes or equal. Brand: Office Depot #474880, Staples #384286 or Generic Brand	2,000	Boxes	\$	-

W	<p>INDEX, DIVIDER (5 TAB), Multicolor tabs with Table of Contents, buff paper w/reinforced binding edge, straight cut plastic tabs, 11" x 8 ½", 5-tab, 6 sets per box. 3 hole bunched. Mylar reinforced holes or equal. Brand: Office Depot #653469, Staples #384285 or Generic Brand</p>	3,000	Boxes	\$ -
X	<p>MARKER, DRY ERASE, Low odor, AP non toxic, Chisel Point, 4 color set (black, red, blue, green). Brand: Office Depot #284571, Staples #502245 or Generic Brand</p>	13,000	Packs	\$ -
Y	<p>MARKER, DRY-ERASE (BLACK), Low odor, AP non toxic, Chisel Point, 12/box. Brands: Office Depot #259251, Staples #637820 or Generic Brand</p>	40,000	Packs	\$ -
Z	<p>CALCULATOR, SCIENTIFIC for general math, algebra, trigonometry and statistics, mean and standard deviation. Slide-on case included. Brand: Texas Instruments (TI30XA) only</p>	18,000	Each	\$ -
AA.	<p>CALCULATOR, GRAPHING. Updated version of the TI-83 Plus. Keystroke-for-keystroke compatible with the TI-83 Plus, but with 2.5 times the speed and 3 times the memory. Features 7 different graphing styles. Offers lots of functions, including equation solving. Includes functions such as financial, trigonometry, statistical, graphic, forecasting, engineering, logarithm and hyperbolic. Comes preloaded with software for a variety of courses. Includes interactive software for geometry. USB cable included for computer connectivity. Brand: Texas Instrumernts Model TI-84 Plus only.</p>	5,000	Each	\$ -

<p>BB. CALCULATOR, HEAVY DUTY PRINTING. •Extra large display features 16 mm character height and 12 digits, fixed numeric Digitron display. Prints on standard calculator roll tape. Brand: Casio DR-210TM only.</p>	150	Each	\$ -
<p>CC. STAPLER, COMMERCIAL DESK staples up to 20 sheets of 20-lb paper. All metal construction. Color Black. Staple size: ¼ inch and full strip. Rubber feet to prevent skidding. Brand: Swingline only - Office Depot #908194, Staples #264184</p>	3,500	Each	\$ -
<p>DD. SCISSORS, 8 inch, Stainless steel blades, blunted tip for safety. Every day use. Color: optional. Scissor point: straight. Single scissor. Brands: Office Depot #364315, Staples #711770 or Generic Brand.</p>	2,000	Each	\$ -
<p>EE. BOOK, COMPOSITION, sturdy, high-quality school notebook, college ruled, binding is sewn and taped construction for extra durability. 100 sheets, Size: 7-1/2 x 9-3/4. Brands: Office Depot #998584, Staples #919350 or Generic Brand</p>	25,000	Each	\$ -
<p>FF. PENCIL, PRE-SHARPENED. #2, soft lead, yellow barrel with eraser. <u>Due to different manufacturer packaging, cost per pencil shall be calculated.</u> Brand: Dixon Ticonderoga only.</p>	500,000	Per Dozen	\$ -
<p>GG. PENCIL, UNSHARPENED. #2 soft lead, yellow barrel with eraser, <u>Due to different manufacturer packaging, cost per pencil shall be calculated.</u> Brand: Dixon Ticonderoga only.</p>	200,000	Per Dozen	\$ -

HH.	PADS, LEGAL, JUNIOR WHITE 15-16 lb. paper, chipboard back, 50 sheets per pad, 5" x 8", Narrow ruled, 12/pack. Brands: Office Depot #284413, Staples #811119 or Generic Brand	4,000	Packs	\$	-
II.	PADS, LEGAL WHITE 15-16 lb. paper, chipboard back, 50 sheets per pad, 8-1/2" x 11-3/4", Narrow ruled, 12/pack. Brands: Office Depot #625529, Staples #823291 or Generic Brand	8,000	Packs	\$	-
JJ.	PENS, BALL POINT , Retractable, non-refillable, Medium Point. Color Ink: Black, 12/box. Brands: Office Depot #655266, Staples #463828 or Generic Brand	5,000	Boxes	\$	-
KK.	REMOVER, STAPLE , Plastic, brown top with wings, steel jaw gripper. Brands: Office Depot #427111, Staples #211862 or Generic Brand	750	Each	\$	-
LL.	RULER, WOOD, SINGLE EDGE , 12" L, scaled in 1/16". Features a clear coat of lacquer for protection and durability. Brands: Office Depot #998013, Staples #670817 or Generic Brand	1,200	Each	\$	-
MM.	POST-IT NOTES . Super Stickey, 3" x 3", 90 notes per pad. Canary yellow, Package of 12. Brand: Post-it® Notes only - Office Depot #504728, Staples #562896	2,000	Packs	\$	-
NN.	POST-IT NOTES . Pop-up, 1-1/2" x 2", 100 notes per pad. Canary yellow, Package of 12 Pads. Brand: Post-it® Notes only - Office Depot #172460, Staples #129957	1,500	Packs	\$	-
OO.	POST-IT FLAGS . Printed flags, "Sign-Here", 1" x 1-7/10", Yellow. Package of 200 flags. Brands: Post-it® Brand only - Office Depot #105873, Staples #660502	500	Each	\$	-

PP.	ENVELOPES, INTERDEPARTMENT, 10" x 13" Brown, Made of durable 28-lb kraft material for long-lasting use. String and button closure keeps contents secure. •Standard interdepartmental print format on both sides for maximum use. Reusable. 100/box Brands: Office Depot #844803, Staples #377354 or Generic Brand	850	Boxes	\$	-
QQ.	ENVELOPES, LETTER. #10, 4-1/8" x 9-1/2", White, Gum Seal, 500/box. Brand: Office Depot #633888, Staples #187013 or Generic Brand	500	Boxes	\$	-
RR.	ENVELOPES, WINDOW LETTER. Window on bottom left. #10, 4-1/8" x 9-1/2", White, Gum Seal, 500/box. Brand: Office Depot #634000, Staples #381937 or Generic Brand	500	Boxes	\$	-
SS.	STAPLES, STANDARD 1/4". For binding documents. Fits standard size stapler. Full Strips. Staples bind 2-20+ sheets of 20# paper. 1 box - 5,000 (Individual box). Brand: Office Depot #749601, Staples #112284, or Generic Brand	10,000	Boxes	\$	-
TT.	PAPER, LETTER SIZE COPY, 8-1/2 x 11", 20 lb., 500 Sheets per ream, 10 reams per case. Brand: Office Depot #348037, Staples #135848 or Generic Brand	100,000	Cases	\$	-
UU.	PAPER, LEGAL SIZE COPY, 8-1/2" x 14", 20 lb, 500 sheets per ream, 10 reams per case. Brand: Office Depot #348045, Staples #126987 or Generic Brand	50,000	Cases	\$	-
VV.	PINS, CLEAR PUSH. Round 1/2" for cork boards, cubicle walls and other surfaces. 100 per box. Brand: Office Depot #495499, Staples #2129366 or Generic Brand	200	Boxes	\$	-

<p>WW. PUNCH, THREE HOLE PAPER. Punches up to 10 sheets of 20-lb bond paper. Includes a spill-proof, removable chip tray. Brand: Office Depot #522206, Staples #799809 or Generic Brand</p>	100	each	\$ -
<p>XX. BOX, BANKER (STORAGE). Size 15" x 12" x 10" quick set-up with lift-off lid. Letter/Legal. Pack of 12. Cardboard file storage boxes have built-in handles that allow easy moving. Brand: Office Depot #199570, Staples #478887 or Generic Brand</p>	500	Packs	\$ -
<p>YY. LABELS, THERMAL PERMANENT. Color: White, For thermal label printers 1-1/8" x 3-1/2". Permanent adhesive. 350 Labels per roll, 2 rolls per box. Brands: Dymo Brand only. - Office Depot #463314, Staples #377179</p>	600	Boxes	\$ -
<p>ZZ. PAPER, CALCULATOR (ROLLS). Single-ply paper rolls, 2-1/4 x 150', White, end of roll indicator. Brands: Office Depot #840215, Staples #901656 or Generic Brand</p>	750	Rolls	\$ -
<p>AAA. JUMPDRIVE - 32GB. Features a slim, retractable design. Stores and transfers content faster with SuperSpeed USB 3.0 technology. PC and Mac compatible. 1 per package. Brands: Lexar, Scandisk, Verbatim or Generic Brand</p>	200	Each	\$ -
<p>BBB. JUMPDRIVE - 64GB. Features a slim, retractable design. Stores and transfers content faster with SuperSpeed USB 3.0 technology. PC and Mac compatible. 1 per package. Brands: Lexar, Scandisk, Verbatim or Generic Brand</p>	200	Each	\$ -

ITEM 1 - ALL INCLUSIVE A THROUGH BBB

THE BELOW IS APPLICABLE TO M/WBE BIDDERS ONLY. CERTIFICATION WILL BE VALIDATED BY THE SUPPLIER DIVERSITY AND OUTREACH DEPARTMENT

M/WBE Participation Incentive Pricing Factor (See Special Condition 28)

ITEM 2 - OTHER CATALOG ITEMS (Special Condition 10)

Item #	Description	% Discount
	SINGLE-FIXED PERCENTAGE DISCOUNT OFFERED	
	FOR THE PURCHASE OF CLASSROOM AND OFFICE SUPPLIES AND EQUIPMENT	
A	DISCOUNT FOR SUPPLIES	
B	DISCOUNT FOR EQUIPMENT	
	Delivery: _____ days ARO	

IF CATALOGS ARE NOT PROVIDED WITH SUBMITTED BID, PROVIDE YOUR COMPANY'S WEB ADDRESS WHICH WILL PROVIDE ITEMS THAT CAN BE PURCHASED AND THEIR LIST PRICE.