



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-321-0534

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**ROBERT W. RUNCIE**  
*Superintendent of Schools*

March 31, 2017

**ADDENDUM 5**  
**ITB No. 17-163B**  
**CAFETERIA CLEANING CHEMICALS**

TO: ALL RESPONDENTS

This Addendum amends the above-referenced Bid in the following particulars only:

1. As a reminder, the due date for this ITB is now April 6, 2017.
2. Attached are the responses to the questions received.

This Notification is for informational purposes only and need not be returned with your ITB. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 17-163B, Bidder certifies acceptance of this Notification.

Sincerely,

Carla Depperschmidt  
Purchasing Agent I

Page 1 of 2 Pages

➤ **QUESTION #1:**

Referring to Bid Summary Sheet – This form reads to email this completed excel document – do we need to do that or enclose it with package and usb?

**ANSWER TO QUESTION #1:**

Please refer to the ITB Section 4, #1 Introduction and Scope #i “One (1) hard-copy bid must be sent with the bid; one identical electronic version of the bid, in PDF Format on a flash drive with exception to the Bid Summary Spreadsheet, which must be both in the original PDF file as well as a separate attachment in an Excel (.xls) format, should be submitted in time for bid opening.

Also, refer to ITB Section 3, #1 b) Bid Submitted: “...Bid submitted by telegraphic or facsimile transmission shall not be accepted.”



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**ROBERT W. RUNCIE**  
*Superintendent of Schools*

March 30, 2017

**ADDENDUM 4**  
**ITB No. 17-163B**  
**CAFETERIA CLEANING CHEMICALS**

TO: ALL RESPONDENTS

This Addendum amends the above-referenced Bid in the following particulars only:

1. As a reminder, the due date for this ITB is now April 6, 2017.
2. Attached are the responses to the questions received.

This Notification is for informational purposes only and need not be returned with your ITB. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 17-163B, Bidder certifies acceptance of this Notification.

Sincerely,

Carla Depperschmidt  
Purchasing Agent I

Page 1 of 2 Pages

➤ **QUESTION #1:**

Is the bid all or nothing?

**ANSWER TO QUESTION #1:**

Please refer to Section 4, #3 Award "In order to meet the needs of SBBC, each **ITEM OR GROUP**, as indicated on the Bid Summary Sheet, shall be awarded..."

➤ **QUESTION #2:**

If I have approved Broward chemicals but they are not the specific chemicals listed on the bid, can I still submit pricing SDS Sheets?

**ANSWER TO QUESTION #2:**

Please refer to the ITB Section 4, #9 Brand Standardization "In accordance with SBBC Policy 3320, Part II, Rule R., Bids shall be accepted only on the brands specified."

➤ **QUESTION #3:**

Can I submit not being a minority

**ANSWER TO QUESTION #3:**

Please refer to Addendum 1 adding #32 to Section 4, Special Conditions, dated March 21, 2017.



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**ROBERT W. RUNCIE**  
*Superintendent of Schools*

March 27, 2017

**ADDENDUM 3**  
**ITB No. 17-163B**  
**CAFETERIA CLEANING CHEMICALS**

TO: ALL RESPONDENTS

Amend the above referenced ITB in the following particulars only:

1. **DELETE:** Bid Specifications Sheet      **INSERT:** Bid Specifications Sheet Revised
2. Proposal Due Date has changed to **Thursday, April 6, 2017, 2:00 PM**

Sincerely,

Carla Depperschmidt  
Purchasing Agent I

Page 1 of 1 Pages



## Bid Specifications

Item #	Item Detail	Item Description
1	Item Name:	DISINFECTANT CLEANER, DEODORIZER, VIRUCIDE, TUBERCULOCIDAL, (Ready to Use)
	Item Description:	Product to be designed as a general liquid non-acid, non-foaming, non-aerosol, non-abrasive cleaner and disinfectant. Spray-on pump application required. It is formulated to disinfect hard, non-porous surfaces: walls, metal surfaces, stainless steel surfaces, glazed porcelain, glazed ceramic tile, chrome, appliances, copper, stainless steel. Odor to be floral or citrus. Exhibits bactericidal activity on MRSA, E-coli, and Salmonella. Exhibits virucidal activity against SARS, Avian Influenza A, and Norwalk Virus. Kills HAV, HCV, HBV, HIV-1 on pre-cleaned surfaces. Packed in 32-ounce (1 quart) ready-to-use containers with sprayers. MSDS REQUIRED (See Special Condition 15). Product will be ordered in full case quantities. Must be EPA glistered as a disinfectant and EPA register number should appear on container. Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No pallet exchange. <b>Approved Brands: Ecolab TB Disinfectant Cleaner Model 65443556 with 12 trigger sprayers per case, National Chemical Labs "Avistat-D" Model 0252 with 12 trigger sprayers per case ONLY.</b>
	Brand Offered:	
	Model Number:	
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	
2	Item Name:	NON-AEROSOL OVEN CLEANER (Ready to Use)
	Item Description:	Product shall be a non-aerosol, non-butyl, alkaline, high performance clinging gel degreaser primarily intended to remove burnt and baked on food soils easily and swiftly from ovens, grills, and hoods in commercial operations. Non-phosphorus formula; biodegradable; formulated to reduce misting and fumes for operator safety. Combustibility: none. Flammability: none. Shall contain special inhibitors to prevent blackening of stainless steel. Shall contain 6.5% (+/- 10%) sodium hydroxide, and ingredients to lift soils from surface and suspend in solution, pH range 8-14: Active ingredients minimum 9.5%. Packaged in 32-ounce non-breakable plastic bottles complete with two (2) high volume trigger sprayers included in each case with cleaner. User directions.



	Brand Offered: Model Number:	manufacturer's brand and name and first aid instructions must be identified as stated in Special Condition 15. Product will be ordered in full case quantities. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brand: Ecolab Greasestrip Plus Model 29777 ONLY.</b>
	Delivery Time (days ARO): Number of bottles per case: (REQUIRED –Do Not enter metric equivalent) Number of ounces per bottle: Number of Cases per pallet: Minimum Shipment (bottles): (Must not exceed 250 bottles)	       
3	Item Name: Item Description:          Brand Offered: Model Number:    Delivery Time (days ARO): Number of bottles per case: (REQUIRED –Do Not enter metric equivalent) Number of ounces per bottle: Number of Cases per pallet: Minimum Shipment (bottles): (Must not exceed 250 bottles)	STAINLESS STEEL POLISH (Ready to Use) To be a liquid polish and preservative. Packaging: 32-ounce quart (non-aerosol) container. Usable on stainless steel, Formica, wood paneling, and furniture. To be a free-flowing liquid, combination of solvents plus a light paraffin or mineral oil base blend which forms a protective coating that will protect against corrosion; resist surface markings such as water stains, acid stains, and finger marking; will not build up on surface after repeated use. Product will be ordered in full case quantities. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Ecolab Medallion Model 18424, Rex Chemical "Steel Bright" item #2101-0020121, National Chemical Labs "Luster" Stainless Steel Cleaner Polish Model 1307, Aero SS Plus Model 6524 ONLY.</b>
4	Item Name: Item Description:	DEODORIZING SCOURING POWDER (Ready to Use) Abrasive powder cleanser with chlorine bleach for scouring tough stains and hard to clean areas. It must be safe for use on stainless steel, porcelain, and fiberglass. Must



	Brand Offered: Model Number:	contain a product equivalent to "Chlorinal" for bleaching out stains. pH between 11-12 as 1% solution. 10-20% water solubility. Packaging 21 ounce RTU can. Product must be ordered in full case quantities (24 x 21 oz). <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Procter &amp; Gamble Professional Comet Deodorizing Powder, UPC 37000-32987 ONLY.</b>
	Delivery Time (days ARO): Number of cans per case: (REQUIRED –Do Not enter metric equivalent) Number of ounces per can: Number of Cases per pallet: Minimum Shipment (can): (Must not exceed 432 cans)	Procter & Gamble Professional Comet Deodorizing Powder UPC 37000-32987
	Item Name: Item Description:	BLEACH, LIQUID (Ready to Use) EPA registered as a disinfectant activity. Packaged in one-gallon plastic, commercial-type containers. Not to exceed six one-gallon containers per case. Minimum box burst strength of 200 pounds. Product will be ordered in full-case quantities. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Clorox, Sewell Products – Purex Timesaver, James Austin Model A-1, KIK "Pure Bright Bleach" Model 23133575541 ONLY.</b>
5	Brand Offered: Model Number:	
	Delivery Time (days ARO): Number of gallons per case: (REQUIRED –Do Not enter metric equivalent) Number of Cases per pallet: Minimum Shipment (cases): (Must not exceed 240 cases)	
	Item Name: Item Description:	HOOD CLEANER/DEGREASER (Dilution Required): Product to be a non-caustic, non-acidic, non-foaming, biodegradable, colloidal cleaner for kitchen exhaust ventilation systems. Product must be harmless to galvanized steel, PVC pipe, plastic, and copper. Must have pH range 7-10. Descriptive literature must state the product can be used as a "hood" or "ventilation system cleaner". Packaging must not exceed four (4) one-gallon containers. All usage instructions and manufacturer's
6		



## Bid Specifications

7		<p>brand must be preprinted on the container – <b>NO SLEEVE LABELS</b>. Instructions attached by sticker or tape are not acceptable. Samples submitted without usage instructions and dilution appearing clearly on the label will be disqualified. Product will be ordered in full case quantities. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: 20/10 Products Model SC-5, Gaylord Formula G-510, National Colloid "Super "C" ONLY.</b></p>
	Brand Offered:	
	Model Number:	
	Delivery Time (days ARO):	
	Number of gallons per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of Cases per pallet:	
	Minimum Shipment (cases): (Must not exceed 15 cases)	
	Item Name:	LAUNDRY DETERGENT POWDER (Ready to Use)
	Item Description:	<p>Powder detergent to be low or moderate sudsing and recommended for use in commercial, high efficiency, or non-HE machines. Product must include non-Chlorine Bleach that is safe on all fabrics and colors. Product must be effective for use in hot or cold water, effective in both hard and soft water conditions, and strong enough to clean grease and heavy soil laundry. Concentrated formula delivers great results with dosage equal or less than 1.5 oz. per 15lb load. Detergent must be 100% phosphate free. pH between 10-11 as "powder" and near neutral pH in wash bath. 100% water solubility. Packaging 143 oz eco-friendly (no plastic) box. Product must be ordered in full case quantities (2 x 143 oz). <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Procter &amp; Gamble Tide Powder Plus Bleach. UPC 37000 84998.</b></p>
	Brand Offered:	Procter & Gamble Tide Powder Original
	Model Number:	UPC 37000-84998
	Delivery Time (days ARO):	
	Number of boxes per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per box:	
	Number of Cases per pallet:	
	Minimum Shipment (cases): (Must not exceed 80 cases)	



8	Item Name:	DE-LIMER, DESCALER FOR CONVECTION STEAMERS (Ready to Use)
	Item Description:	Product is an industrial strength liquid lime-solvent that quickly removes hard-water deposits formed in the production of steam effective against soils with calcium, magnesium, or iron content. Product contains phosphoric acid, citric acid, and water. Effective against lime/scale buildup in convection steamers especially in Groen Steamer Model HY-6E/G currently in use. Product must not contain chlorides, sulfmaic acid, or hydrochloric acid. Packaging: Four (4) one gallon containers per case. <b>SDS REQUIRED</b> (See Special Condition 15). Product will be shipped directly to schools in Broward County. <b>Approved Brand: Groen De-Limer De-Scaler Model 114800 ONLY.</b>
	Brand Offered:	Groen De-Limer Scaler
	Model Number:	114800
	Delivery Time (days ARO):	
	Number of gallons per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of Cases per pallet:	
	Minimum Shipment (cases): (Must not exceed 1 case)	

9A	Item Name:	HAND DISH-WASH DETERGENT (Concentrate)
	Item Description:	Detergent is a concentrated liquid detergent specially formulated to help remove greasy food soils from pots, pans, and utensils. Does not contain known carcinogens or toxins and is not classified corrosive to skin or eyes. Concentrated formula that delivers great results and long lasting suds with dosage equal or less than 2oz per 10 gallon sink. pH range 8.7-9.3 as a concentrate. Packed in 128 fl oz (gallon) bottle. Product must be ordered in full case quantities (4 x 128 fl oz). <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Procter &amp; Gamble Professional Dawn Manual Pot &amp; Pan Dish Detergent. UPC 37000 57445.</b>
	Brand Offered:	Procter & Gamble Professional Dawn Manual Pot & Pan Dish Detergent
	Model Number:	37000-57445
	Delivery Time (days ARO):	
	Number of gallons per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of Cases per pallet:	
	Minimum Shipment (cases): (Must not exceed 192 cases)	



<b>9B</b>	Item Name:	FLOOR CLEANER & DEGREASER (Concentrate)
	Item Description:	Floor cleaner that is concentrated liquid product specifically formulated to cut tough grease on quarry tile and other high traffic, high soil kitchen floors. Product is also a safe and versatile multipurpose degreaser that can be used on walls, tables, and food-contact surfaces. High builder level helps remove grimy tracked-in dirt and delivers excellent cleaning in soft or hard water. Noncorrosive mildly alkaline formula balances tough cleaning power with employee safety. Product can be used safely with chlorine bleach. Concentrated liquid uses 3 fl oz per 4-gallon bucket. Classified by UNDERWRITERS LABORATORIES INC. as slip resistant. pH range 10.2-11.0 as a concentrate. Packing must be in 3 oz single use liquid packets. Product must be ordered in full case quantities (45 x 3oz). <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Procter &amp; Gamble Professional Spic &amp; Span Liquid Floor &amp; Mutli-Surface Cleaner UPC 37000 02011.</b>
	Brand Offered:	Procter & Gamble Professional Spic & Span Liquid Floor & Multi-Surface Cleaner
	Model Number:	UPC 37000-02011
	Delivery Time (days ARO):	
	Number of packets per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of Cases per pallet:	
	Minimum Shipment (cases): (Must not exceed 144 cases)	
<b>10A</b>	Item Name:	DETERGENT, DISHWASHING, CHLORINATED AND CONCENTRATED
	Item Description:	Product is a highly-concentrated, high-performance cleaning power. Product is operated by an electronic hand-off dispensing system. Product is packaged in a 9 lb. container that fits into Ecolab's dispensing system. Case of six 9 pound containers. <b>SDS REQUIRED</b> (See Special Condition 15). Product will be shipped directly to schools in Broward County. <b>Approved Brand: Ecolab Model 10371 ONLY.</b>
	Brand Offered:	Ecolab
	Model Number:	10371
	Delivery Time (days ARO):	
	Number of gallons per case: (REQUIRED –Do Not enter metric equivalent)	



	Number of Cases per pallet:	
	Minimum Shipment (cases):	
	(Must not exceed 1 case)	
10B	Item Name:	DRYING AGENT, RINSE ADDITIVE FOR DISHWASHERS
	Item Description:	Product is a concentrated surfactant formula with fast drying action and defoaming agent. Effective on plastic. Product is operated by an electronic hand-off dispensing system. Product is packaged in four (4) one-gallon containers per case. <b>SDS REQUIRED</b> (See Special Condition 15). Product will be shipped directly to schools in Broward County. <b>Approved Brand: Ecolab Model 10942 ONLY.</b>
	Brand Offered:	Ecolab
	Model Number:	10942
	Delivery Time (days ARO):	
	Number of gallons per case:	
	(REQUIRED –Do Not enter metric equivalent)	
	Number of Cases per pallet:	
	Minimum Shipment (cases):	
	(Must not exceed 1 case)	
11	Item Name:	SANITIZING AGENT
	Item Description:	Quarternary Ammoniums Germicide Tablets. Active ingredients 50% - (95% C14, 3% C12, 2% C16) dimethyl benzyl ammonium chlorides. Sanitizing agent must be effective, non-toxic and in tablet form. Product must be EPA Registered. Table must contain 200 parts per million of Quaternary. Field test kit must be provided for any equivalent item offered. Dilution: One (1) tablet per gallon water. Packaged: 150 tablets per bottle, six (6) bottles per box. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped on standard 40" x 48" pallets. No pallet exchange. <b>Approved Brand: Texas-Gulf Industries "Santimine" Model 150 ONLY.</b>
	Brand Offered:	Texas-Gulf Industries "Santimine"
	Model Number:	150
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per box:	
	(REQUIRED –Do Not enter metric equivalent)	
	Number of Boxes per case:	
		Minimum Shipment (boxes):
	(Must not exceed 240 boxes)	



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**ROBERT W. RUNCIE**  
*Superintendent of Schools*

March 21, 2017

**ADDENDUM 2**  
**ITB No. 17-163B**  
**CAFETERIA CLEANING CHEMICALS**

TO: ALL RESPONDENTS

Attached are the responses to the questions received.

This Notification is for informational purposes only and need not be returned with your ITB. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 17-163B, Bidder certifies acceptance of this Notification.

Sincerely,

Carla Depperschmidt  
Purchasing Agent I

Page 1 of 2 Pages

➤ **QUESTION #1:**

"Our company is interested in bidding on the Cleaning Chemicals bid released last week. We see the approved brands on the bid, but we were wondering if you had a master list of approved brands by commodity. Furthermore, if we have other quality brands for chemicals not listed on the bid, what is the process for getting these brands approved?"

**ANSWER TO QUESTION #1:**

There is no master list of approved brands by commodity. Refer to the ITB Section 4, #9 Brand Standardization "In accordance with SBBC Policy 3320, Part II, Rule R., Bids shall be accepted only on the brands specified."

➤ **QUESTION #2:**

"We would like to see if based on our Approved Brand status for Wex-cide 128 concentrate, could be bid as an Approved Brand for RTU Wex-cide."

**ANSWER TO QUESTION #2:**

Please refer to "Answer to question 1".

➤ **QUESTION #3:**

"...we noticed on the bid that there was a section for Minority/Woman Business Enterprise. We were wondering if the bid was set aside for minority Business Enterprise, or can we bid this directly ourselves."

**ANSWER TO QUESTION #3:**

Please refer to Addendum 1 adding #32 to Section 4, Special Conditions, dated March 21, 2017.



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**ROBERT W. RUNCIE**  
*Superintendent of Schools*

March 21, 2017

**ADDENDUM 1**  
**ITB No. 17-163B**  
**CAFETERIA CLEANING CHEMICALS**

TO: ALL BIDDERS

This Addendum amends the above-referenced Bid in the following particulars only:

Insert #32 under Section 4, Special Conditions.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid No. 17-163B, Bidder certifies acceptance of this Addendum.

Sincerely,

Carla Depperschmidt  
Purchasing Agent I

Page 1 of 2 Pages

32. **PARTNERS IN ENGAGEMENT:** In order to receive MWBE participation pricing incentive, at the time the bid is submitted, the bidder shall identify the MWBE firms that will be utilized, the type of work to be performed and the percentage of participation. Any participation by firms not certified by the School Board of Broward County (SBBC) at the time of BID submission will not count in the evaluation process for the award of pricing incentive in the Supplier Diversity and Outreach Program or this bid. A notarized letter on each company's letterhead by all Partners of the Engagement stating the percentage relationship towards this bid must be included in the bidder's response or no MWBE pricing incentive calculation will be awarded. The M/WBE pricing incentive calculation is:

SBBC MWBE 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	\$ 500,000.00

**In the event that Proposer/awardee intends to utilize any partners in this engagement, the following will apply:**

- Awardee shall not employ any partners in engagement or subcontractor against whom SBBC may have a reasonable objection.
- Awardee shall not be required to employ any partners in engagement or subcontractor against whom contractor has a reasonable objection.
- Awardee shall be fully responsible for all acts and omissions of its partners in engagement or subcontractor and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Awardee is responsible for the acts and omissions of persons directly employed by it. Nothing in the BID shall create any contractual relationship between any partners in engagement or subcontractor and SBBC or any obligation on the part of SBBC to pay or to see the payment of any monies due any partners in engagement or subcontractor. SBBC may furnish to any partners in engagement or subcontractor evidence of amounts paid to Awardee on account of specific work performed.
- Awardee agrees to bind specifically every partner in engagement or subcontractor to the applicable terms and conditions of the BID for the benefit of SBBC.
- Awardee will not be entitled to subcontract, transfer or assign the performance obligations provided herein to any other party without the prior written consent of SBBC nor shall Awardee be allowed to assign any rights, including monies which may become due under the BID, without the prior written approval of SBBC.



# 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

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The School Board of  
Broward County, Florida

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Laurie Rich Levinson  
Ann Murray  
Dr. Rosalind Osgood

Robert W. Runcie  
Superintendent of Schools

3/9/2017

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders  
Invitation to Bid: 17-163B Cafeteria Cleaning Chemicals**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Cafeteria Cleaning Chemicals**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to [carla.depperschmidt@browardschools.com](mailto:carla.depperschmidt@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:

- **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION (See EXHIBIT A1 AND A2)**

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 proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

- **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, update the excel spreadsheet. SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

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

- **STATEMENT OF "NO BID"**

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

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

Carla Depperschmidt  
Purchasing Agent I

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	The School Board of Broward County, Florida <b>PROCUREMENT AND WAREHOUSING SERVICES</b> 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	<b>INVITATION TO BID</b> <b>(ITB)</b>	

<b>DUE DATE:</b> Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services: <b>3/30/2017</b> Check Addenda for any revised opening dates before submitting your bid. <b>Bid(s) received, after the date and time stated above, shall not be considered for award.</b> Faxed bids are not allowed and will not be considered for award.	ITB NO.: <b>17-163B</b>	RELEASE DATE: <b>3/9/2017</b>	PURCHASING AGENT: Carla Depperschmidt 754-321-0502
	BID TITLE: <b>CAFETERIA CLEANING CHEMICALS</b>		

**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:	<b>"REMIT TO" ADDRESS FOR PAYMENT:</b> 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:	
<b>E-mail Address to Send Purchase Orders:</b>		Fax Number:	

Federal Tax Identification Number:  I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate. I agree that this bid cannot be withdrawn within 90 days from date due.	<hr/> <b>Signature of Authorized Representative (Manual)</b>  <hr/> <b>Name of Authorized Representative (Typed or Printed)</b>  <hr/> <b>Title</b>
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**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<br>Special Condition ____                               | <input type="checkbox"/> Descriptive Literature<br>Special Condition ____                | <input checked="" type="checkbox"/> M/WBE Participation<br>Exhibit A      | <input checked="" type="checkbox"/> Safety Data Sheets<br>Special Condition 15 |
| <input type="checkbox"/> Manufacturers Authorization<br>Special Condition ____            | <input checked="" type="checkbox"/> Conflict of Interest Form<br>Section 7, Attachment 1 | <input type="checkbox"/> Certificate of Debarment<br>General Condition 45 | <input type="checkbox"/> Bid Specification Sheet                               |
| <input checked="" type="checkbox"/> Bidder's Preference Statement<br>Special Condition 13 | <input checked="" type="checkbox"/> Bid Summary Sheet                                    |   |  |

**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 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 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

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

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.  
  
*An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
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 desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** shall be supplied.
30. **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](http://www.demandstar.com) on April 5, 2017, at 3:00pm, 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](http://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](http://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](http://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](http://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 shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is [www.fieldprintflorida.com](http://www.fieldprintflorida.com).** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: [http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT\\_CODES.pdf](http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf). Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
  - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

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

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

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

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

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

## SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **Cafeteria Cleaning Chemicals** as specified herein. Unit prices quoted shall include inside delivery, all shipping costs, and be shipped F.O.B. destination to **Warehousing Services Department (Warehouse), 3800 N.W. 10<sup>th</sup> Avenue, Oakland Park, Florida 33309**. SBBC personnel will unload at the Warehouse location only.

In order to provide safe and effective cleaning products for school cafeterias, SBBC Food & Nutrition Services Department has evaluated various cleaning products prior to the issue of this bid. Food & Nutrition Services has physically tested the approved brands listed in this bid and met the safety requirements and cleaning needs of the cafeterias. SBBC will no longer test cafeteria chemical products while the bid is on Demandstar/Onvia. SBBC has placed an information packet called "Cafeteria Chemical Product Testing Procedures" (FYI-NNN-01) on the Demandstar/Onvia website (<http://www.demandstar.com>) on February 28, 2017, formally communicating to all SBBC Vendors/Suppliers of these testing procedures. It is the responsibility of the Bidder to read this information and act accordingly prior to the release of a new cafeteria chemical bid. In accordance with SBBC Policy 3320, Part I, Rule M, bids will be accepted only on the brands specified as stated on the Bid Summary Sheets.

- i. **One (1) hard-copy bid must be sent with the bid; one identical electronic version of the bid, in PDF Format on a flash drive with exception to the Bid Summary Spreadsheet, which must be both in the original PDF file as well as a separate attachment in an Excel (.xls) format, should be submitted in time for bid opening**
2. **TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through 6/30/2020**. Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract shall be reduced to one year.
3. **AWARD:** In order to meet the needs of SBBC, each **ITEM OR GROUP**, as indicated on the Bid Summary Sheet, shall be awarded **up to the two lowest responsive and responsible Bidders** meeting all specifications, terms, and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for an item within a group will result in disqualification of the group. Bidder should carefully consider each item for conformance to specifications. SBBC reserves the right to procure goods from the second lowest Bidders if: a) the lowest Awardee cannot comply with delivery requirements or specifications; b) the lowest Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) or if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.  
  
After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.
4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Ms. Carla Depperschmidt, Procurement and Warehousing Services, 754-321-0502 or e-mail at [carla.depperschmidt@browardschools.com](mailto:carla.depperschmidt@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. Depperschmidt, nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Questions should be submitted in accordance with General Condition 5. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 18 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **DELIVERY:** Bidder shall indicate delivery information on Bid Summary Sheets where indicated. Delivery is desired no later than **45 days after receipt of order (ARO)**. Failure to state a delivery time on the Bid Summary Sheet will indicate Bidder agrees to deliver within 30 days ARO. Offers, which exceed this period, may be rejected if it is in the best interest of SBBC.
7. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.
8. **DILUTION RATE AND CONTROL:** Dilution rate, as stated by the Bidder on the Bid Summary Sheets, shall be based upon manufacturer's recommended dilution ratio for heavy cleaning. When a range of dilution ratios are recommended by the manufacturer, the dilution ratio with the highest concentration of product (heavy soil surfaces) shall be used for calculation purposes.
9. **BRAND STANDARDIZATION:** In accordance with SBBC Policy 3320, Part II, Rule R., Bids shall be accepted only on the brands specified.
10. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.
11. **FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
12. **FORMS REQUIRED:** Attached is a form entitled information form and representation to be completed by purchaser. For the purpose of this bid, the Bidder is the purchaser. **This form must be completed in detail by each Bidder, signed, witnessed and returned with the bid or upon request. Failure to do so shall result in disqualification of bid submitted.**
13. **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 7, ATTACHMENT 4 TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 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.

- 14. INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **Central Warehouse, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.**
- i. Material release number OR the control number
  - ii. Purchase Order number
  - iii. Complete description of the items
  - iv. Itemized list price
  - v. Total dollar amount shall be net
  - vi.
- 15. SAFETY DATA SHEETS (SDS):** Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement and Warehousing Services, a Material Safety Data Sheet (SDS) as detailed below with the bid or upon request. **Failure of the Bidder to provide SDS, as requested, shall result in disqualification of Bidder for that bid item.** SBBC reserves the right to reject the use of any product from this bid with due cause. All SDS submitted must be either an original, as received from the manufacturer, or a legible copy made from same. Awardee shall be responsible, during the term of the contract, to provide the SBBC Procurement and Warehousing Services or Risk Management Department with revised SDS on a timely basis, as appropriate.
- a. The SDS must include the following information in English:
    - i. The chemical name and the common name of the toxic substance, where applicable.
    - ii. The hazards or other risks in the use of the toxic substance, including:
      1. The potential for fire, explosion, corrosive interaction and reactivity;
      2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
      3. The primary routes of entry and symptoms of overexposure.
    - iii. 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.
    - iv. The emergency procedure for spills, fire, disposal and first aid.
    - v. 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.
    - vi. 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 SDS sheet regardless if the product offered is an approved product. A rejection of an SDS sheet shall result in disqualification of bid item.**
- 16. MINIMUM ORDER:** Bidder is to indicate, in the space provided, their minimum shipment for each bid item, which must not exceed the minimum shipment indicated. A Bidder who fails to specify a minimum shipment agrees to deliver the minimum shipment specified in the bid for that bid item. **When requiring SBBC to purchase in multiples due to packaging, this multiple MUST NOT exceed the minimum shipment indicated.**
- 17. MODEL NUMBER CORRECTIONS:** If the **model number** for the make specified on the Bid Summary Sheet is: **a) no longer available** and has been replaced with a new updated model with new specifications, the Bidder should **submit complete descriptive literature** on the new model number; or **b) incorrect, the corrected model number should be noted** on the Bid Summary Sheet, in the space provided.
- 18. MODEL UPDATES:** If, **during the contract period**, the awarded **model is discontinued** by the manufacturer, the Awardee must advise SBBC Procurement and Warehousing Services, in writing, of the non-availability of the contract item and submit complete descriptive literature for the new updated model for SBBC evaluation and approval which must meet or exceed the specifications for the original contract item. The new model must be the same make as the awarded contract item or a brand and model that is listed as an approved brand for that bid item and must be offered at the contract price or less. Samples of the replacement item(s), if requested, must be supplied for evaluation by the appropriate SBBC staff. SBBC shall not be held liable for any damages incurred to the product during evaluation.

- 19. PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 20. PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.
- 21. PROTECTION OF PROPERTY:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless such is caused by the SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee.
- 22. 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 shall 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 shall be responsible for any disposition charges.
- 23. FOOD SERVICE SPECIAL – U. S. DEPARTMENT OF AGRICULTURE CERTIFICATION (DEBARMENT AND SUSPENSION):** A copy of Form AD-1048 (1/92) is included as a part of these bid documents. Section 3017.510 of 7 CFR Part 3017 requires the submission of the completed Form: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions; for all USDA Food and Nutrition Service programs. No vendor shall be allowed to participate in any procurement activity if any federal department or agency has debarred, suspended, or otherwise excluded that vendor from participation in a procurement activity. This form should be **completed, signed** and submitted with the bid or upon request in order for the submitted bid to be considered. 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 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.
- 24. ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any site. In the event that a site listed herein is deleted, the quoted cost for the container(s) being deleted shall be removed from the monthly invoice amount. In the event that a site not listed herein is added to the contract, the Awardee shall invoice the same amount as prices quoted herein for similar container.
- 25. BRANDS OFFERED:** Bids shall be accepted only on the brands specified. If a Bidder wishes to have a piece of equipment placed on the list for future bidding, it shall be necessary for Bidder(s) to furnish to Procurement and Warehousing Services a sample of the item for testing purposes. If such item performs satisfactorily, a recommendation shall be made to include this item on future list of approved equipment. In the event that any item supplied does not prove satisfactory, that item shall be removed from the approved list until such time as correction is made to the satisfaction of SBBC.
- 26. WARRANTY:** Manufacturer's standard warranty must be provided on all bid items. Warranty shall begin after delivery and acceptance by the user of the product. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
- 27. CENTRAL WAREHOUSE RECEIVING HOURS:** Central Warehouse is open to receiving from 7:00 a.m. to 2:00 p.m. ET, Monday through Friday except holidays. No delivery can be accepted after 2:00 p.m.

**28. CENTRAL WAREHOUSE DELIVERY AND PALLETS:**

- a. On large orders, half trailer or larger, the Awardee shall call SBBC, Materials Logistics Center at 754-321-4721 prior to delivery to arrange for a delivery schedule.
- b. Product must be shipped shrink wrapped on 48" x 40", four-way flush pallets or otherwise referred to as the Grocery Manufacturer Association (GMA) pallets. No pallet exchange. **The Materials Logistics Center shall not accept broken, damaged or severely worn pallets.** If a shipment is received with a broken, damaged or severely worn pallet, Materials Logistics reserves the right to reject the shipment. The acceptable pallet grades shall be:
  - i. **Premium** – A very clean pallet that has probably been used only a few times. There is little if any repairs to the pallet. The pallet shall have no plates and no companion stringers.
  - ii. **Grade #1 or A Grade** – This is a GMA repaired, close to its original condition. Broken stringers may have been replaced or repaired with metal plates. All damaged deck boards are replaced. This is a fairly clean pallet that is structurally sound.
  - iii. **Grade #2 or B Grade** – This is a GMA, which has had stringer damage that has been repaired by attaching an additional stringer alongside the damaged one. This is commonly referred to as a companion stringer, block stringer and double stringer. The "B" grade pallets usually have two (2) or less repaired stringers. The deck configuration of the "B" grade pallet is not always consistent because these pallets have been repaired many times.

**29. W-9 FORMS:** All Bidders are requested to complete a W-9 form, it can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> , and submit with their bid.

**30. M/WBE UTILIZATION:** 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 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](http://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.

**31. M/WBE UTILIZATION REPORTING:** In an effort to monitor the achievement of the M/WBE goal the Awardee(s) agrees to submit, a completed Monthly M/WBE Utilization Report form, attached hereto as Exhibit "A2" and made a part of this contract. The timing of these reports must coincide with invoice submission. In addition to the M/WBE Utilization Report form, Awardee(s) shall also provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Subcontractor Utilization Report. The Awardee(s) understands that each M/WBE utilized for the contract must be certified by SBBC, Supplier Diversity & Outreach Program Office.

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

**BID SUMMARY SHEET:** Vendor **MUST** fill out the attached "Bid Summary Sheet" with the corresponding price per unit of measure as stated.

**COMPANY REPRESENTATIVE:** Vendor **MUST** fill out the attached "Bid Summary Sheet" with the contact information.

## **SECTION 6, BID SPECIFICATIONS**

**BID SPECIFICATIONS SHEET:** Vendor **MUST** fill out the attached "Bid Specifications Sheet" with the corresponding units of measure as stated.



Item #	Item Detail	Item Description
1	Item Name:	<b>DISINFECTANT CLEANER, DEODORIZER, VIRUCIDE, TUBERCULOCIDAL, (Ready to Use)</b>
	Item Description:	Product to be designed as a general liquid non-acid, non-foaming, non-aerosol, non-abrasive cleaner and disinfectant. Spray-on pump application required. It is formulated to disinfect hard, non-porous surfaces: walls, metal surfaces, stainless steel surfaces, glazed porcelain, glazed ceramic tile, chrome, appliances, copper, stainless steel. Odor to be floral or citrus. Exhibits bactericidal activity on MRSA, E-coli, and Salmonella. Exhibits virucidal activity against SARS, Avian Influenza A, and Norwalk Virus. Kills HAV, HCV, HBV, HIV-1 on pre-cleaned surfaces. Packed in 32-ounce (1 quart) ready-to-use containers with sprayers. MSDS REQUIRED (See Special Condition 15). Product will be ordered in full case quantities. Must be EPA glistered as a disinfectant and EPA register number should appear on container. Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No pallet exchange. <b>Approved Brands: Ecolab TB Disinfectant Cleaner Model 65443556 with 12 trigger sprayers per case, National Chemical Labs "Avistat-D" Model 0252 with 12 trigger sprayers per case ONLY.</b>
	Brand Offered:	
	Model Number:	
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	

Item #	Item Detail	Item Description
2	Item Name:	<b>NON-AEROSOL OVEN CLEANER (Ready to Use)</b>
	Item Description:	Product shall be a non-aerosol, non-butyl, alkaline, high performance clinging gel degreaser primarily intended to remove burnt and baked on food soils easily and swiftly from ovens, grills, and hoods in commercial operations. Non-phosphorus formula; biodegradable; formulated to reduce misting and fumes for operator safety. Combustibility: none. Flammability: none. Shall contain special inhibitors to prevent blackening of stainless steel. Shall contain 6.5% (+/- 10%) sodium hydroxide, and ingredients to lift soils from surface and suspend in solution, pH range 8-14: Active ingredients minimum 9.5%. Packaged in 32-ounce non-breakable plastic bottles complete with two (2) high volume trigger sprayers included in each case with cleaner. User directions, manufacturer's brand and name and first aid instructions must be identified as stated in Special Condition 15. Product will be ordered in full case quantities. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brand: Ecolab Greasestrip Plus Model 29777 ONLY.</b>
	Brand Offered:	Ecolab Greasestrip Plus
	Model Number:	29777
	EPA Number:	
	Delivery Time (days ARO):	



Number of bottles per case:  
(REQUIRED –Do Not enter metric equivalent)  
Number of ounces per bottle:  
Number of Cases per pallet:  
Minimum Shipment (bottles):  
(Must not exceed 250 bottles)

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Item #	Item Detail	Item Description
3	Item Name:	<b>STAINLESS STEEL POLISH (Ready to Use)</b>
	Item Description:	To be a liquid polish and preservative. Packaging: 32-ounce quart (non-aerosol) container. Usable on stainless steel, Formica, wood paneling, and furniture. To be a free-flowing liquid, combination of solvents plus a light paraffin or mineral oil base blend which forms a protective coating that will protect against corrosion; resist surface markings such as water stains, acid stains, and finger marking; will not build up on surface after repeated use. Product will be ordered in full case quantities. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Ecolab Medallion Model 18424, Rex Chemical "Steel Bright" item #2101-0020121, National Chemical Labs "Luster" Stainless Steel Cleaner Polish Model 1307, Aero SS Plus Model 6524 ONLY.</b>
	Brand Offered:	
	Model Number:	
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	



Item #	Item Detail	Item Description
4	Item Name:	<b>DEODORIZING SCOURING POWDER (Ready to Use)</b>
	Item Description:	Abrasive powder cleanser with chlorine bleach for scouring tough stains and hard to clean areas. It must be safe for use on stainless steel, porcelain, and fiberglass. Must contain a product equivalent to "Chlorinal" for bleaching out stains. pH between 11-12 as 1% solution. 10-20% water solubility. Packaging 21 ounce RTU can. Product must be ordered in full case quantities (24 x 21 oz). <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Procter &amp; Gamble Professional Comet Deodorizing Powder, UPC 37000-32987 ONLY.</b>
	Brand Offered:	Procter & Gamble Professional Comet Deodorizing Powder
	Model Number:	UPC 37000-32987
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	

Item #	Item Detail	Item Description
5	Item Name:	<b>BLEACH, LIQUID (Ready to Use)</b>
	Item Description:	EPA registered as a disinfectant activity. Packaged in one-gallon plastic, commercial-type containers. Not to exceed six one-gallon containers per case. Minimum box burst strength of 200 pounds. Product will be ordered in full-case quantities. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Clorox, Sewell Products – Purex Timesaver, James Austin Model A-1, KIK "Pure Bright Bleach" Model 23133575541 ONLY.</b>
	Brand Offered:	
	Model Number:	
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	



Item #	Item Detail	Item Description
6	Item Name:	<b>HOOD CLEANER/DEGREASER (Dilution Required):</b>
	Item Description:	Product to be a non-caustic, non-acidic, non-foaming, biodegradable, colloidal cleaner for kitchen exhaust ventilation systems. Product must be harmless to galvanized steel, PVC pipe, plastic, and copper. Must have pH range 7-10. Descriptive literature must state the product can be used as a "hood" or "ventilation system cleaner". Packaging must not exceed four (4) one-gallon containers. All usage instructions and manufacturer's brand must be preprinted on the container – <b>NO SLEEVE LABELS</b> . Instructions attached by sticker or tape are not acceptable. Samples submitted without usage instructions and dilution appearing clearly on the label will be disqualified. Product will be ordered in full case quantities. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: 20/10 Products Model SC-5, Gaylord Formula G-510, National Colloid "Super C" ONLY.</b>
	Brand Offered:	
	Model Number:	
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	

Item #	Item Detail	Item Description
7	Item Name:	<b>LAUNDRY DETERGENT POWDER (Ready to Use)</b>
	Item Description:	Powder detergent to be low or moderate sudsing and recommended for use in commercial, high efficiency, or non-HE machines. Product must include non-Chlorine Bleach that is safe on all fabrics and colors. Product must be effective for use in hot or cold water, effective in both hard and soft water conditions, and strong enough to clean grease and heavy soil laundry. Concentrated formula delivers great results with dosage equal or less than 1.5 oz. per 15lb load. Detergent must be 100% phosphate free. pH between 10-11 as "powder" and near neutral pH in wash bath. 100% water solubility. Packaging 143 oz eco-friendly (no plastic) box. Product must be ordered in full case quantities (2 x 143 oz). <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Procter &amp; Gamble Tide Powder Original. UPC 37000 85006.</b>
	Brand Offered:	Procter & Gamble Tide Powder Original
	Model Number:	UPC 37000-85006
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	



Item #	Item Detail	Item Description
8	Item Name:	<b>DE-LIMER, DESCALER FOR CONVECTION STEAMERS (Ready to Use)</b>
	Item Description:	Product is an industrial strength liquid lime-solvent that quickly removes hard-water deposits formed in the production of steam effective against soils with calcium, magnesium, or iron content. Product contains phosphoric acid, citric acid, and water. Effective against lime/scale buildup in convection steamers especially in Groen Steamer Model HY-6E/G currently in use. Product must not contain chlorides, sulfmaic acid, or hydrochloric acid. Packaging: Four (4) one gallon containers per case. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brand: Groen De-Limer De-Scaler Model 114800 ONLY.</b>
	Brand Offered:	Groen De-Limer Scaler
	Model Number:	114800
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	



Item #	Item Detail	Item Description
9A	<b>DISH-WASH AND SANITIZE DISPENSING SYSTEM (9A and 9B)</b>	
	<b>Item Name:</b>	<b>HAND DISH-WASH DETERGENT (Concentrate)</b>
	<b>Item Description:</b>	Detergent is a concentrated liquid detergent specially formulated to help remove greasy food soils from pots, pans, and utensils. Does not contain known carcinogens or toxins and is not classified corrosive to skin or eyes. Concentrated formula that delivers great results and long lasting suds with dosage equal or less than 2oz per 10 gallon sink. pH range 8.7-9.3 as a concentrate. Packed in 128 fl oz (gallon) bottle. Product must be ordered in full case quantities (4 x 128 fl oz). <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Procter &amp; Gamble Professional Dawn Manual Pot &amp; Pan Dish Detergent. UPC 37000 57445.</b>
	<b>Brand Offered:</b>	Procter & Gamble Professional Dawn Manual Pot & Pan Dish Detergent
	<b>Model Number:</b>	37000-57445
	<b>EPA Number:</b>	
	<b>Delivery Time (days ARO):</b>	
	<b>Number of bottles per case:</b> (REQUIRED –Do Not enter metric equivalent)	
	<b>Number of ounces per bottle:</b>	
	<b>Number of Cases per pallet:</b>	
	<b>Minimum Shipment (bottles):</b> (Must not exceed 250 bottles)	
Item #	Item Detail	Item Description
9B	<b>Item Name:</b>	<b>FLOOR CLEANER &amp; DEGREASER (Concentrate)</b>
	<b>Item Description:</b>	Floor cleaner that is concentrated liquid product specifically formulated to cut tough grease on quarry tile and other high traffic, high soil kitchen floors. Product is also a safe and versatile multipurpose degreaser that can be used on walls, tables, and food-contact surfaces. High builder level helps remove grimy tracked-in dirt and delivers excellent cleaning in soft or hard water. Noncorrosive mildly alkaline formula balances tough cleaning power with employee safety. Product can be used safely with chlorine bleach. Concentrated liquid uses 3 fl oz per 4-gallon bucket. Classified by UNDERWRITERS LABORATORIES INC. as slip resistant. pH range 10.2-11.0 as a concentrate. Packing must be in 3 oz single use liquid packets. Product must be ordered in full case quantities (45 x 3oz). <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped shrink-wrapped on standard 40" x 48" standard pallets. No pallet exchange. <b>Approved Brands: Procter &amp; Gamble Professional Spic &amp; Span Liquid Floor &amp; Mutli-Surface Cleaner UPC 37000 02011.</b>
	<b>Brand Offered:</b>	Procter & Gamble Professional Spic & Span Liquid Floor & Multi-Surface Cleaner
	<b>Model Number:</b>	UPC 37000-02011
	<b>EPA Number:</b>	
	<b>Delivery Time (days ARO):</b>	
	<b>Number of bottles per case:</b> (REQUIRED –Do Not enter metric equivalent)	
	<b>Number of ounces per bottle:</b>	
	<b>Number of Cases per pallet:</b>	
	<b>Minimum Shipment (bottles):</b> (Must not exceed 250 bottles)	



Item #	Item Detail	Item Description
10A	Item Name:	<b>DETERGENT, DISHWASHING, CHLORINATED AND CONCENTRATED</b>
	Item Description:	Product is a highly-concentrated, high-performance cleaning power. Product is operated by an electronic hand-off dispensing system. Product is packaged in a 9 lb. container that fits into Ecolab's dispensing system. Case of six 9 pound containers. <b>SDS REQUIRED</b> (See Special Condition 15). Product will be shipped directly to schools in Broward County. <b>Approved Brand: Ecolab Model 10371 ONLY.</b>
	Brand Offered:	Ecolab
	Model Number:	10371
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	

Item #	Item Detail	Item Description
10B	Item Name:	<b>DRYING AGENT, RINSE ADDITIVE FOR DISHWASHERS</b>
	Item Description:	Product is a concentrated surfactant formula with fast drying action and defoaming agent. Effective on plastic. Product is operated by an electronic hand-off dispensing system. Product is packaged in four (4) one-gallon containers per case. <b>SDS REQUIRED</b> (See Special Condition 15). Product will be shipped directly to schools in Broward County. <b>Approved Brand: Ecolab Model 10942 ONLY.</b>
	Brand Offered:	Ecolab
	Model Number:	10942
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	



Item #	Item Detail	Item Description
11A	Item Name:	<b>SANITIZING AGENT</b>
	Item Description:	Quaternary Ammoniums Germicide Tablets. Active ingredients 50% - (95% C14, 3% C12, 2% C16) dimethyl benzyl ammonium chlorides. Sanitizing agent must be effective, non-toxic and in tablet form. Product must be EPA Registered. Table must contain 200 parts per million of Quaternary. Field test kit must be provided for any equivalent item offered. Dilution: One (1) tablet per gallon water. Packaged: 150 tablets per bottle, six (6) bottles per box. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped on standard 40" x 48" pallets. No pallet exchange. <b>Approved Brand: Texas-Gulf Industries "Santimine" Model 150 ONLY.</b>
	Brand Offered:	Texas-Gulf Industries "Santimine"
	Model Number:	150
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	

Item #	Item Detail	Item Description
11B	Item Name:	<b>TEST KIT</b>
	Item Description:	For Quaternary Ammonium Sanitizing Solutions. For testing Hyamine 3500 QT10. Packaged: 15 to 20 papers enclosed in sealed packet/kit. <b>SDS REQUIRED</b> (See Special Condition 15). Product must be shipped on standard 40" x 48" pallets. No pallet exchange.
	Brand Offered:	
	Model Number:	
	EPA Number:	
	Delivery Time (days ARO):	
	Number of bottles per case: (REQUIRED –Do Not enter metric equivalent)	
	Number of ounces per bottle:	
	Number of Cases per pallet:	
	Minimum Shipment (bottles): (Must not exceed 250 bottles)	



Bidder Info	
Company Name	
Company Representative	
Email Address	
Phone Number	
Fax Number	
Website Address	
Street Address	
City	
State	
Zip Code	
After Hours Contact	
M/WBE Certification*	
Agency Issuer*	
*Review General Condition 52 prior to completing	

Summary Sheet Instructions:
1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
2.) All Fields in the Bidder Information box (above) should be filled in
3.) Email this completed Excel document to the appropriate contact in the Procurement & Warehousing Service department
Thank you for your cooperation!



### LINE ITEMS

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
1	DISINFECTANTCLEANER, DEODORIZER, VIRUCIDE, TUBERCULOCIDAL (Ready to Use)	3,000	Bottle		\$	-
2	NON-AEROSOL OVEN CLEANER (Ready to Use)	2,500	Bottle		\$	-
3	STAINLESS STEEL POLISH (Ready to Use)	5,500	Bottle		\$	-
4	DEODORIZING SCOURING POWDER (Ready to Use)	5,000	Can		\$	-
5	BLEACH, LIQUID (Ready to Use)	7,500	Case		\$	-
6	HOOD CLEANER/DEGREASER (Dilution Required)	300	Case		\$	-
7	LAUNDRY DETERGENT POWDER (Ready to Use)	2,500	Box		\$	-
8	DE-LIMER, DESCALER FOR CONVECTION STEAMERS (Ready to Use)	300	Case		\$	-
Total					\$	-

### Group 1 - DISH-WASH AND SANITIZE DISPENSING SYSTEM (9A and 9B)

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
9A	HAND DISH-WASH DETERGENT (concentrate)	6,000	Case		\$	-
9B	FLOOR CLEANER & DEGREASER (concentrate)	4,000	Case		\$	-
Total					\$	-

**Group 1 - Dish-Wash and Sanitize Dispensing System (9A and 9B) \$ -**

### Group 2 - DISHWASHER DETERGENT AND DRYING AGENTS

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
10A	DETERGENT, DISHWASHING, CHLORINATED AND CONCENTRATED	10	Case		\$	-
10B	DRYING AGENT, RINSE ADDITIVE FOR DISHWASHERS	5	Case		\$	-
Total					\$	-

**Group 2 - Dishwasher Detergent and Drying Agents (10A and 10B) \$ -**



Group 3 - Quarternary						
Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
11A	SANITIZING AGENT	5,000	Box		\$	-
11B	TEST KIT	2,000	Each		\$	-
Total					\$	-
Group 3 - Quarternary (11A and 11B)						\$ -

## **SECTION 7, FORMS AND ATTACHMENTS**

Please fill out all attachments. Some attachments must be notarized.

**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 employee 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

**ATTACHMENT 2  
DRUG FREE WORKPLACE**

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

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

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

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

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

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

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
Personally known \_\_\_\_\_ or  
Produced Identification \_\_\_\_\_  
\_\_\_\_\_  
(Type of Identification)

\_\_\_\_\_  
(Signature)  
Notary Public – State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Form #4530

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

3/93

### ATTACHMENT 3

#### MINIMUM LIMITS OF INSURANCE REQUIREMENTS

**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.**

**ATTACHMENT 4**  
**See Special Condition 13**

**LEGAL OPINION OF BIDDER'S PREFERENCE**  
**MUST BE COMPLETED BY ALL BIDDERS.**

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

**NOTICE:** The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment 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 out-of-state Bidder's attorney: \_\_\_\_\_

Telephone number out-of-state Bidder's attorney: \_\_\_\_\_

E-Mail address 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)]:  
\_\_\_\_\_  
\_\_\_\_\_

The School Board of Broward County, Florida

## **ATTACHMENT 5**

### **W-9 Form**

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



## ATTACHMENT 6

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

VENDOR NAME:

#### Authorization Agreement

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

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

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

#### Account Information

Name of Bank or  
Financial Institute:

Branch/ State

Routing No:

Account No:

Checking

☐

Savings

☐

VENDOR AREA:

Remittance Confirmation:  
(please select one)

Fax

☐

Email

☐

Federal Identification No.  
Vendor

TAX ID#

☐

SS#

☐

#### Update Purchase Order Fax & Email Address

Centralized Fax Number

Dept.

Centralized Email

Dept.

Centralized Phone No.

Dept.

#### Signature

Authorized Signature

(Primary) and Business title:

Date:

Authorized Signature

(Joint) and Business title:

Date:

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

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

For Use by DATA STRATEGY GROUP

Vendor Account#  Date Entered  Initials:

## SECTION 8, STATEMENT OF "NO BID"

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

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

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

Bid Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

√	<b>Reasons for "NO Bid":</b>
	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:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A1



### MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION FORM

**Bidder's (Company) Name:** \_\_\_\_\_

Complete the following information on the proposed M/WBE participation on this contract. Total percentage should not exceed 100%. If proposer is an M/WBE, proposer should be listed below. If proposer is not an M/WBE, percentage should not equal 100% unless the total work (100%) to be performed under this contract will be subcontracted to M/WBEs.

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

FOR INFORMATION ON M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE SUPPLIER DIVERSITY & OUTREACH PROGRAM OFFICE (754) 321-0550,  
OR ONLINE AT <http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

## Exhibit A2



The School Board of Broward County, Florida  
Supplier Diversity & Outreach Program  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, FL 33351  
(754) 321-0505 ~ Fax (754) 321-0534

### Monthly M/WBE Subcontractor Utilization Report

The timing of the reports must coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE vendor.

Reporting Period From: \_\_\_\_\_ Reporting Period To: \_\_\_\_\_

This report is required by The School Board of Broward County, Florida. The prime vendor shall maintain the level of M/WBE utilization as established in the M/WBE Utilization Plan, agreement, or any subsequent amendments. The M/WBE Utilization Report shall include all Work under the contract agreement, including amendments, change orders, and work orders. Failure to comply with the M/WBE requirements of this contract agreement will be considered a material breach of contract agreement.

#### PRIME VENDOR INFORMATION

NAME & ADDRESS OF PRIME VENDOR:	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % TO MINORITY/ WOMEN
Bid Number:					
Bid Title:					

#### M/WBE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	M/WBE CONTRACT AMOUNT	AMOUNT PAID TO VENDOR THIS REPORTING PERIOD	TOTAL AMOUNT PAID TO DATE	% OF TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: (\_\_\_\_\_) - \_\_\_\_\_ Email: \_\_\_\_\_

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

**EXHIBIT B**

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

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

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

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

---

Organization Name

ITB Number

---

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

---

Signature(s)

Date

## EXHIBIT B

### INSTRUCTIONS FOR CERTIFICATION

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