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Superintendent of Schools

4/24/2019

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders  
Invitation to Bid: 19-113R Electrical Supplies**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **19-113R - Electrical Supplies**. 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 [ashelton@browardschools.com](mailto:ashelton@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:

**SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)**

SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/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 S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

• **NON-MANDATORY BIDDERS' CONFERENCE**

A Bidders' Conference will be held on 5/8/2019, beginning at **10AM** Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

• **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 [ashelton@browardschools.com](mailto:ashelton@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.

Al Shelton  
Purchasing Agent

## TABLE OF CONTENTS

INVITATION TO BID.....	1
SECTION 3, GENERAL CONDITIONS .....	2
SECTION 4, SPECIAL CONDITIONS.....	8
SECTION 5, BID SUMMARY SHEET.....	13
SECTION 6, BID SPECIFICATIONS .....	14
SECTION 7, FORMS AND ATTACHMENTS.....	15
ATTACHMENT 1.....	16
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR .....	16
CONTRACTUAL RELATIONSHIP .....	16
ATTACHMENT 2.....	17
DRUG FREE WORKPLACE .....	17
ATTACHMENT 3.....	18
MINIMUM LIMITS OF INSURANCE REQUIREMENTS .....	18
ATTACHMENT 4.....	19
LEGAL OPINION OF BIDDER’S PREFERENCE .....	19
ATTACHMENT 5.....	20
W-9 Form .....	20
ATTACHMENT 6.....	21
ACH Payment Agreement Form (ACH CREDITS).....	21
SECTION 8, STATEMENT OF “NO BID”.....	22
EXHIBIT A1 .....	23
SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS .....	23
1. S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT .....	23
2. SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION FORM SCHEDULE .....	23
3. STATEMENT OF INTENT TO PERFORM AS A S/M/WBE SUBCONTRACTOR.....	24
4. S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM .....	24
EXHIBIT B .....	25
CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.....	25
LOWER TIER TRANSACTIONS .....	25
EXHIBIT B .....	26
INSTRUCTIONS FOR CERTIFICATION.....	26



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

# INVITATION TO BID (ITB)

**DUE DATE:** Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

**5/28/2019**

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

ITB NO.:  
**19-113R**

RELEASE DATE:  
**4/24/2019**

PURCHASING AGENT:  
Al Shelton  
754-321-0520

BID TITLE:  
**ELECTRICAL SUPPLIES**

## SECTION 1 – Bidder Acknowledgement

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

Bidder's Name and state "Doing Business As", where applicable:

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

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

**E-mail Address to Send Purchase Orders:**

Fax Number:

Federal Tax Identification Number:

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

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

\_\_\_\_\_  
*Signature of Authorized Representative (Manual)*

\_\_\_\_\_  
*Name of Authorized Representative (Typed or Printed)*

\_\_\_\_\_  
*Title*

## SECTION 2 – Submittal Requirements

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

Bid Bond

Descriptive Literature  
Special Condition \_\_\_\_

S/M/WBE Participation Schedule  
(Exhibit A)

Statement of Intent to Perform as  
an S/M/WBE Subcontractor (Exhibit B)

Material Safety Data Sheets  
Special Condition \_\_\_\_

Manufacturers Authorization  
Special Condition 10

Conflict of Interest Form  
Section 7, Attachment 1

Certificate of Debarment  
General Condition 45

Bidder's Preference Statement  
Special Condition 12

Bid Summary Sheet

Other \_\_\_\_\_  
Special Condition \_\_\_\_

**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. **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
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 CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document

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 6/11/2019 @3PM, 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
37. (Continued): 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.**
- 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. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available small, minority, and women business enterprises within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/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/secle/FIELDPRINT\\_CODES.pdf](http://www.broward.k12.fl.us/police/pdf/secle/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 Electrical Supplies as specified herein. The scope of requirements includes, but is not limited to, Electrical Supplies. Prices quoted shall include inside delivery to various schools, departments and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship to address of the various schools, departments and centers.

**1 hard-copy bid(s) 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 one day after Board approval and continuing through 12/31/2021**. 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:** For Bid Items 1-136, Bid shall be awarded by ITEM to the lowest responsive and responsible Bidder meeting all specifications, terms and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet.

For Bid Item 137 - 300, Bid shall be awarded by **ITEM** to **ALL** responsive and responsible Bidders meeting all specifications, terms and conditions offering the **GREATEST SINGLE-FIXED PERCENTAGE** discount from manufacturer's suggested retail pricelist (MSRP). Percentage discount listed under "Additional Information" for each bid item is for informational purposes only and is not part of the award process. Percentage discount offered must be stated in the spaces provided on the Bid Summary Sheet. Percentage discount offered must remain firm throughout the contract period. SBBC reserves the right to release new bids for any items that are included in catalogs submitted. This bid does not preclude individual schools and/or departments from making purchases from other vendors, per total purchase order, in an amount up to \$5,000, pursuant to Policy 3320.

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. CATALOGS/PRICE LIST(S):** Bidders shall furnish, with this bid or upon request, one copy of the manufacturer's catalog/price list (MSRP) which will indicate all items Bidder can furnish. Internet-based or CD-ROM catalog/price lists are encouraged in lieu of hard copies. If an Awardee has a website with updated manufacturer list pricing with the SBBC discount schedule, state the web address on the Bid Summary Sheet. If Bidder does not submit catalog/price list with the Bid, a communication will be sent to Bidder notifying of non-compliance to Special Condition 4. Bidder must submit the catalog/price list within the timeframe indicated in the communication to be considered for award. Bids submitted for other than Small Engine Parts & Equipment will not be accepted. All Awardees may be requested to deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) upon request and at no cost to SBBC when notified to do so. Under no circumstances will catalogs be accepted by SBBC mailroom for distribution to the various SBBC locations. It is in the best interest of the Awardee to indicate the bid number, percentage discount offered and term of contract on the cover of the MSRP price list distributed. Distributed catalog/pricelist(s) shall be at no charge to SBBC. Failure of the Bidder to furnish with the bid or upon request a manufacturer's MSRP/catalog will result in disqualification of bid for that item.

If, during the contract period, the Awardee issues replacements to the catalog(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to: SBBC Supply Management & Logistics Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County, Florida (approximately 350) at no cost to SBBC, if necessary. Failure on the part of the Awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on last update received and increase will not be honored

5. **SINGLE FIXED PERCENTAGE DISCOUNT OFFERED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for the indicated manufacturer's discount That will be used for the term of the contract. Single fixed percentage offered shall remain firm throughout the term of the contract. Supplies and equipment for the purpose of this bid shall be defined as:

- a. SUPPLIES: Any catalog item whose net price is under \$1,000.00.
- b. EQUIPMENT: Any catalog item whose net price is \$1,000.00 or more.

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

6. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Al Shelton, **Procurement and Warehousing Services, 754-321-0520 or e-mail at ashelton@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 Al Shelton , nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
7. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for 3 year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board.
8. **DELIVERY/ FREIGHT:** All Awardees shall provide inside delivery, F.O.B. Destination to the various SBBC locations within Broward County, Florida. SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. All delivery, handling or other costs necessary to complete an order should be included in the single fixed percentage quoted. SBBC may, at their option, pick-up items from Awardees place of business. Catalog items which are picked up shall be priced in accordance with the percentage quoted in this bid or at a lower price in accordance with response to the Additional Information Sheet.

In terms of Delivery, orders are separated in two categories: Routine and Emergency.

- Routine orders: All routine orders shall be delivered within 5 business days after order is placed by SBBC employee(s), unless agreed otherwise.
- Emergency Orders: All emergency orders shall be delivered within 2 business days after order is placed by SBBC employee(s), unless agreed otherwise.

If delivery is not completed as per Special Condition 6, Awardee 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.

9. **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.
10. **MANUFACTURER'S CERTIFICATION:** Bidder must have manufacturer certify that Bidder is an authorized dealer to sell, warranty and service that manufacturer's product. The manufacturer must execute the applicable part of the document and Bidder must also execute applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Bidder.

11. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.
12. **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.
13. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC's Supplier Diversity Outreach Program administers a Small/Minority/Women Business Enterprise (S/M/WBE) Program. S/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, and is an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration.
- SDOP encourages all small and minority business owners to become a certified S/M/WBE with the SBBC. Please visit our website [www.browardschools.com/pws](http://www.browardschools.com/pws) for information on how to apply for S/M/WBE certification, and to view our upcoming outreach events and educational workshops. You can also contact us at (754) 321 0505 with questions, or concerns.
- SBBC has not set a S/M/WBE participation goal for this solicitation, but S/M/WBE participation is strongly encouraged. No points will be awarded for S/M/WBE participation**
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 **District Maintenance, 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
15. **MINIMUM ORDER:** The actual quantity ordered may be as low as one each or unit which Awardees shall be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one unit which shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location.
16. **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.
17. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

- 18. SAMPLES:** If bidding other than the manufacturer and models specified on the Bid Summary Sheet, the **exact** sample of the bid item offered must be furnished to SBBC Procurement and Warehousing Services, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351, **in time for bid opening or upon request**, at no cost to SBBC. **SAMPLES MUST BE LABELED WITH THE BIDDER'S NAME, BID NUMBER AND BID ITEM NUMBER.** SBBC shall **REJECT** any bid for an item when samples are not furnished as required. Equivalent items must meet or exceed all conditions and specifications (see General Condition 3).
- 19. 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.
- 20. REQUEST FOR QUOTE:** SBBC will routinely request quotes, from Awardee. Not all quotes may result in a new order due to budget shortfalls or is the lowest cost. These quotes shall follow the terms, conditions and specifications of this ITB. All quotes submitted by Awardee must state, as a minimum, the quantity requested, the part number, the description of the item(s), the list price, the discount percentage, as well as the price to SBBC as well as the brand (manufacturer) and stock number of the item(s) quoted to SBBC.
- 21. WARRANTY:** Manufacturers' standard warranty terms shall be extended to SBBC for all catalog items. Warranty shall begin after delivery and acceptance by an authorized SBBC representative.
- 22. 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.
- 23. CENTRAL WAREHOUSE DELIVERY AND PALLETS:**
- a. On large orders, half trailer or larger, the Awardee shall call SBBC, Central Warehouse 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. **Central Warehouse shall not accept broken, damaged or severely worn pallets.** If a shipment is received with a broken, damaged or severely worn pallet, Central Warehouse 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.
- 24. W-9 FORMS:** All Bidders are required 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.
- 25. ITB TIMELINE:**
- a. Release of ITB: 4/24/2019
  - b. Non-Mandatory Proposers Conference: \*\* 5/8/2019



- c. Written Questions due on or before 5:00 p.m. ET  
in Procurement & Warehouse Service Department: 5/17/2019
  
- d. Proposals due on or before 2:00 p.m. ET  
in Procurement & Warehousing Service Department: 5/28/2019  
Proposal Opening will be at:  
7720 West Oakland Park Blvd., Suite 323,  
Sunrise, Florida 33351-6704
  
- e. Posting of Recommendation : 6/11/2019

\*\* Not applicable for all bids.

If a Non-Mandatory Proposers Conference is scheduled it will be at:  
7720 West Oakland Park Blvd., Suite 323,  
Sunrise, Florida 33351-6704

## SECTION 5, BID SUMMARY SHEET

**BID SUMMARY SHEET:** Vendor **MUST** fill out the attached “Bid Summary Sheet” electronically with the corresponding price per unit of measure as stated. No handwritten summary sheets will be accepted.

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

## SECTION 6, BID SPECIFICATIONS

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intentionally, please proceed  
to Section 7

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

Please fill out all attachments below. 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.

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Personally known \_\_\_\_\_ or \_\_\_\_\_

Produced Identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

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

## ATTACHMENT 3

### MINIMUM LIMITS OF INSURANCE REQUIREMENTS

**Insurance Requirements.** Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

**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.

**Workers' 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.

**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 Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. 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. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

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

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

**Cancellation of Insurance.** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

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 agreement.

**ATTACHMENT 4**  
**See Special Condition 12**

**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: \_\_\_\_\_  
VENDOR AREA: \_\_\_\_\_

Checking

Savings

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



### SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

The following forms are due (if applicable) at the time of Bid submittal:

#### 1. S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Document Link: [Click Here](#)

([https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017\\_Finalv2.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017_Finalv2.pdf))

Document Preview:

Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:	Reporting Period:	S/M/WBE Contract Goal:	Contract Completion Date:
Prime Contractor Name:		Project Manager (PM) Name:	
Prime Contractor Street Address:			
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

  

ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

#### 2. SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION FORM SCHEDULE

Document Link: [Click Here](#) ([https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule\\_082017\\_Final.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf))

Document Preview:

SOLICITATION INFORMATION	
Contract #:	Project Start Date:
Project Name:	
Project Location:	
Bidder/Proposer:	
Address:	
Contact Person:	Email Address: Phone #:

  

ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/ Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$

**3. STATEMENT OF INTENT TO PERFORM AS A S/M/WBE SUBCONTRACTOR**

**Document Link:** [Click Here](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf) https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent\_082017\_Final.pdf

**Document Preview:**



Document Number 00470  
 Attachment \_\_\_\_\_

**STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: \_\_\_\_\_  
 CONTRACT #: \_\_\_\_\_

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work

**4. S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM**

**Document Link:** [Click Here](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf) https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm\_101119\_v5.pdf

**Document Preview:**



**S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM**

DATE: \_\_\_\_\_

CONTACT INFORMATION			
Solicitation Title:	_____		
Solicitation #:	_____		
Prime Contractor:	_____		
Contact Person:	_____		
Phone #:	_____	Email:	_____
GOOD FAITH EFFORT DOCUMENTATION			
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of <b>seventy (70) or more points in order to pass</b> , indicating that good faith efforts were			

- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <https://www.browardschools.com/Page/32118>

SDOP website with list of Certified S/M/WBE Vendors: <https://www.browardschools.com/Page/32119>

## 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.

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Organization Name

ITB Number

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

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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 voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



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
Thank you for your cooperation!

**Items 1 - 136**

Item #	SAP Code	Description	Manufacturer	Part Number	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$ Bid Line Item
1	1000149	LAMP HIGH PRESSURE SODIUM LU50/S68/MED			60	Box/20	\$	-
2	1000151	LAMP COMPACT FLUORESCENT F7TT/41			150	Box/50	\$	-
3	1000153	LAMP COMPACT FLUORESCENT F9TT/41			200	Each	\$	-
4	1005830	LAMP FLUORESCENT F34/CX41/MM/ECO			1,700	Each	\$	-
5	4000711	BATTERY,PACK FLUORESCENT DUAL VOLT (120/277) COMPATIBLE W/T-8 & MAGNETIC T12 BALLAST	LITHONIA	Power Sentry PSQ500QD	550	Each	\$	-
6	4000713	BALLAST, 2/F40RS 120V	MAGNETEK	446LSLHTCP	100	Each	\$	-
7	4000716	BALLAST, ELECTRONIC(120-277) 2L	GENERAL ELECTRIC	232 MAX-N/ULTRA MULTI-VOLTAGE	7,000	Each	\$	-
8	4000717	BALLAST, 1000W 120-480 VOLT, ADVANCE HALIDE (CORE AND COIL KIT)	UNIVERSAL	M1000ML5AC5M 500K	175	Each	\$	-
9	4000717	BALLAST, ELECTRONIC(120-277) 4L	GENERAL ELECTRIC	432 MAX-N/ULTRA	4,600	Each	\$	-
10	4000718	BALLAST, 2/F96 T12 120-277V (ELECTRONIC)	GENERAL ELECTRIC	8G1004WF	75	Each	\$	-
11	4000722	BALLAST, 400W HPS MULTITAP	UNIVERSAL	S400ML5AC4-5/2	275	Each	\$	-
12	4000724	BALLAST, 1/100W M-90 MTL HAL MULTI TAP	UNIVERSAL	M100MLTLC30500K	150	Each	\$	-
13	4000736	BATTERY 12 VOLT 7.0 AMP, 7.0HR BATTERY 6 1/8"L,4"H,2 1/2"W	NATIONAL BATTERY	NB12-7/21V7AH/T1	6,200	Each	\$	-
14	4000738	BATTERY, 6V EMERGENCY 7.0A/H RECHARGEABLE	POWER SONIC	PS-670	800	Each	\$	-
15	4000740	BATTERY, 12V 18A RECHARGEABLE, SEALED LEAD-ACID BATTERY FOR FIRE ALARMS	POWER SONIC	PS-12180NB	1,300	Each	\$	-
16	4000749	BOX, BELL EXTENSION 6 3/4"KO (FROM 6 1/2" - 6 3/4", NOT 6 1/3")	CROUSE HINDS	FSC252 3/4"	30	Each	\$	-
17	4000755	BOX, 1900 4"SQ 1/2"X 3/4" KO, S 4-SW-SPL	COOPER CROUSE-HIND	TP-414	600	Each	\$	-
18	4000757	BOX, 4"SQ 2 1/8 DP 1/2 KO,	UNIVERSAL	52171-1/2	600	Each	\$	-
19	4000825	FTG ELEC,3/4" BONDING BUSHING	BRIDGEPORT	382	290	Each	\$	-
20	4000839	PLUG, 2P 3W 15A 125V W/GROUND CORD CLAMP NEMA 5-15A	LEVITON	5266CY	170	Each	\$	-
21	4000843	PLUG, 15AMP 125V M WOODHEAD 2P 3W	WOODHEAD	5266YL	350	Each	\$	-
22	4000848	CONDUIT EMT, 3/4" X 10FT LNGTH	ALLIED	90046	800	Each	\$	-

**Items 1 - 136**

Item #	SAP Code	Description	Manufacturer	Part Number	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$ Bid Line Item
23	4000849	CONDUIT EMT, 1" X 10FT LNGTH	ALLIED	90066	110	Each	\$	-
24	4000852	CONDUIT, RIDGID 1/2" X 10FT, GALV.	ALLIED	90082	150	Each	\$	-
25	4000854	CONDUIT, RIDGID 3/4" X 10FT STEEL CONDUIT	ALLIED	90109	300	Each	\$	-
26	4000855	CONDUIT PVC, 1" X 10FT LNGTH, SCHEDULE 40	GRAYBAR	PVC-1	275	Each	\$	-
27	4000856	CONDUIT, RIDGID 1" X 10FT, (WHEATLAND #0544) ALLIED #90165	ALLIED	90165	150	Each	\$	-
28	4000858	CONDUIT PVC, 1 1/2" X 10FT LGT SCHEDULE 40	NATIONAL	8106	110	Each	\$	-
29	4000874	CONNECTOR, 3/4"SET SCREW EMT	RACO	2123 INSULATED THROAT ONLY	800	Each	\$	-
30	4000882	CONNECTOR, 3/4"COMP. FOR RIGID CONDUIT	APPLETON	NNTC75 INSULATED THROAT ONLY	350	Each	\$	-
31	4000892	GREENFIELD, 1/2"SQUEEZE CONNEC. INSULATED THROAT ONLY. MALLEABLE IRON FLEX CONNECTOR.	RACO	3302	1,300	Each	\$	-
32	4000895	GREENFIELD, 1/2" 90D ELL CONN. MALLEABLE IRON INSULATED THROAT ONLY	RACO	3202	400	Each	\$	-
33	4000899	SEALTITE, 1/2" CONNECTOR INSULATED THROAT	RACO	3512RAC	600	Each	\$	-
34	4000900	SEALTITE, 1/2" 90D LIQUID TIGHT STEEL CONNECTOR 90 DEG INSULATED THROAT	BRIDGEPORT	470SLTI	400	Each	\$	-
35	4000902	SEALTITE, 3/4" 90D ELL INSULATED THROAT	RACO	3543	280	Each	\$	-
36	4000910	CONNECTOR UNITAP BRAND TAP SINGLE SIDE ENTRY WITH 3 PORTS	BURNDY	BIBS4-3	225	Each	\$	-
37	4000911	CONNECTOR UNITAP BRAND TAP SINGLE SIDE ENTRY WITH 3 PORTS	BURNDY	BIBS250-3	150	Each	\$	-
38	4000913	CONNECTOR UNITAP BRAND TAP *DOUBLE SIDE ENTRY WITH 3 PORTS*	BURNDY	BIBD600-3	50	Each	\$	-
39	4000916	CORD, 14/3 SJTW-A 3WIRE 25FT EXTENSION	CAROL CABLE	3328	135	Each	\$	-
40	4000938	COUPLING, 3/4 RIGID COMPRESS FOR RIGID CONDUIT STEEL	RACO	1823	200	Each	\$	-
41	4000997	FTG ELEC PVC, 1" 90D ELL BELLED END	SCEPTER	EE2090B, ITEM #68422	75	Each	\$	-
42	4001001	FIXTURE, 2 LAMP WRAPAROUND MVL T8"	LITHONIA	LB232 MVTGEB	250	Each	\$	-



**Items 1 - 136**

Item #	SAP Code	Description	Manufacturer	Part Number	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$ Bid Line Item
43	4001002	FIXTURE 120V/42W 0WP3 42F 120P LIGHT 120V W/PHOTO ELEC CELL LP BZ M4	LITHONIA	OWP3 42F 120 P LP BZ M4	320	Each	\$	-
44	4001003	FIXTURE,PORCHLITE W/O CELL 70 HIGH PRESSURE SODIUM	LITHONIA	TWS 120 PE LPI M6	110	Each	\$	-
45	4001004	FIXTURE, 4 LAMP MULTIV.W/TAILS 2'X 4' ELECTR.BALLAST (TAILS PREWIRED)	LITHONIA	2GT8432A12MVOLTPW S1836	385	Each	\$	-
46	4001015	HAND DRYER WALL MOUNTED AMERICAN DRYER 100-240 VOLT 1500 W MAX	AMERICAN DRYER	GXT9-M	185	Each	\$	-
47	4001018	LENS, PRISMATIC ACRYLIC CLEAR 0.125" THICKNESS NOMINAL 2 X 4' R20 PATTERN 12 1/16" SQUARE PRISMS ALP	REXEL	PAC125-24	700	Each	\$	-
48	4001019	FIXTURE, EMER DUAL LITE W/BATT TWIN LIGHT EMERGENCY FIXTURE WITH BATTERY	ORBIT	EL2HM-LED-W	1,400	Each	\$	-
49	4001023	FUSE, W/CAP GLR 2	BUSS	GLR-2	1,100	Each	\$	-
50	4001024	FUSE, W/HOLDER BUSS #GLR-3 (10/PK NOT BULK PACK)	BUSS	GLR-3	4,500	Each	\$	-
51	4001025	FUSE, HOLDER BUSSMAN BK HLR 2A FUSE	BUSSMAN	BK HLR 2A	2,000	Each	\$	-
52	4001026	FUSE, INLINE HOLDER HEB-AA BUSSMAN 600V PROTECTOR FOR WET LOCATIONS	LITTLEFUSE	LEBAAX	200	Each	\$	-
53	4001039	FUSE, 5 A 600 V FUSETRON	BUSS	FRS-5R	20	Each	\$	-
54	4001040	FUSE, 10 A 600V FUSETRON CARTRIDGE	BUSS	FRS-R-10	70	Each	\$	-
55	4001041	FUSE, 15 A 600 V FUSETRON CARTRIDGE	BUSS	FRS-R15	215	Each	\$	-
56	4001043	FUSE, 30 A 600 V FUSETRON	BUSS	FRS-R30	310	Each	\$	-
57	4001046	FUSE, 45 A 600 V FUSETRON CARTRIDGE	BUSS	FRS-45R	125	Each	\$	-
58	4001047	FUSE, 60 A 600 V FUSETRON CARTRIDGE	BUSS	FRS-60R	125	Each	\$	-
59	4001049	FUSE, 10 A 600 V MIDGET	BUSS	KTK-10R	1,275	Each	\$	-
60	4001050	FUSE, 5 A 600 V MIDGET	BUSS	KTK-5	150	Each	\$	-
61	4001053	GREENFIELD, 1/2" FLEX STEEL CONDUIT 100' ROLL *USE STEEL ONLY!	GENERAL ELECTRIC	012FAC	45	Each	\$	-
62	4001056	SEALTITE, 1/2" 100FT ROLL UL APPROVED	REXEL	LA11	14	Roll/100'	\$	-
63	4001057	SEALTITE, 3/4" X 100 FT ROLL UL APPROVED	ELECTRAFLEX	LA12	10	Roll/100'	\$	-

**Items 1 - 136**

Item #	SAP Code	Description	Manufacturer	Part Number	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$ Bid Line Item
64	4001076	LAMP, 400W H.P.SODIUM	GENERAL ELECTRIC	LU400/H/ECO	700	Each	\$	-
65	4001079	LAMP, 400W METAL HALIDE MULTI VAPOR	GENERAL ELECTRIC	MVR400/U/ED28	750	Each	\$	-
66	4001082	LAMP, 1000 W H.P. SODIUM MOGUL BASE, E25 BULB	GENERAL ELECTRIC	LU1000/ECO	250	Each	\$	-
67	4001083	LAMP, 1000 W METAL HALIDE	GENERAL ELECTRIC	MVR1000/U	750	Each	\$	-
68	4001121	RECPT, 20 A 125 V DUPLEX IVORY	HUBBEL	CR201	900	Each	\$	-
69	4001122	RECPT, 20AMP 125V 2P3W GROUND FEMALE CONN. PARALLEL U BLADE GROUNDING W/CORD GRIPS	WOODHEAD	1533	55	Each	\$	-
70	4001146	RECPT, SURGE PROTECT 20 AMP 125V DUPLEX RECEPTACLE	HUBBEL	5362 ISA	60	Each	\$	-
71	4001147	COVER ELEC, WEATHERPROOF GFCI METAL COVER FOR DECORATOR RECEPTICAL VERTICLE MOUNT	RED DOT	35022	225	Each	\$	-
72	4001156	LAMP HOLDER, BI-PIN SLIDE ON	LEVITON	13357-N	400	Each	\$	-
73	4001157	LAMP HOLDER, BI-PIN SHORT SLIDE ON	LEVITON	13353N	600	Each	\$	-
74	4001166	TERMINAL, 12-10AWG 1/4" RING SOLDERLESS VINYL INSULATED	PANDUIT	PV10-14R-L	25	Box/50	\$	-
75	4001167	TERMINAL, 12-10AWG #10 FORK VINYL INSULATED	3M	MV10-10FBX	40	Box/50	\$	-
76	4001168	TERMINAL, 12-10AWG #8 FORK STUD VINYL INSULATED	3M	MV10-8FBX PROD #23706	50	Box/50	\$	-
77	4001169	TERMINAL, 12-10AWG FEMALE DISCONNECT VINYL INSULATED	PANDUIT	DV10-250L	65	Box/50	\$	-
78	4001173	TERMINAL, 16-14AWG FEMALE DISCONNECT VINYL INSULATED	PANDUIT	DV14 250B-C	35	Box/100	\$	-
79	4001181	RECHARGEABLE BATTERY; POWER SONIC PS-12120 F2 SEALED /PUSH TERMINALS 12VOLT 12AMP, HOUR	POWER SONIC	PS-12120	115	Each	\$	-
80	4001216	SWITCH ELEC, 20A 120-277V SP	HUBBEL	CS1221I	475	Each	\$	-
81	4001226	TAPE, 3/4"X66FTVINYL ELECTRIC 3M 33+ SUPER UPC #054007-06132 (NO SUBSTITUTE)	3M	054007-06132	1,400	Each	\$	-
82	4001229	TIMER, INTERMATIC SPST 125V 40A 24 HR ON/OFF (NO SUBSTITUTE)	INTERMATIC	T101	45	Each	\$	-
83	4001230	TIMER, INTERMATIC DPST 208/27 T104 40A 24HR ON/OFF; (NO SUBSTITUTE)	INTERMATIC	T104	25	Each	\$	-

**Items 1 - 136**

Item #	SAP Code	Description	Manufacturer	Part Number	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$ Bid Line Item
84	4001235	INTERMATIC SINGLE GANG IN-USE TYPE COVERS	INTERMATIC	WP3100C	160	Each	\$	-
85	4001248	WIRE, GROUNDING #12 ULTRA FLEX 7-3/4" TAIL W/#10 FORK & #10 RING W/GROUND SCREW	RACO	993	3,250	Each	\$	-
86	4001250	WIRE, COPPER #6 THHN BLACK STRANDED IN 500' ROLL AIW	GENERAL ELECTRIC	00803	16	Roll/500'	\$	-
87	4001252	WIRE, COPPER #8 THHN BLACK STRANDED - 500' ROLL AIW (BRAND)			15	Roll/500'	\$	-
88	4001254	WIRE, COPPER #10 THHN BLACK STRANDED ONLY - 500' ROLL AIW			30	Roll/500'	\$	-
89	4001255	WIRE, COPPER #10 THHN RED STRANDED - 500' ROLL AIW			25	Roll/500'	\$	-
90	4001256	WIRE, COPPER #10 THHN WHITE STRANDED - 500' RL AIW	GENERAL ELECTRIC	393	25	Roll/500'	\$	-
91	4001257	WIRE, COPPER #10 THHN YELLOW STRANDED - 500' ROLL AIW			20	Roll/500'	\$	-
92	4001258	WIRE, COPPER #10 THHN BROWN STRANDED - 500' ROLL AIW			20	Roll/500'	\$	-
93	4001260	WIRE, COPPER #10 THHN GREEN STRANDED - 500' ROLL AIW			55	Roll/500'	\$	-
94	4001261	WIRE, COPPER #10 THHN BLUE - 500' ROLL STRANDED AIW			15	Roll/500'	\$	-
95	4001262	WIRE, COPPER #12 THHN GRAY 500' ROLL AIW	GENERAL ELECTRIC	00321	15	Roll/500'	\$	-
96	4001263	WIRE, COPPER #12 THHN ORANGE STRANDED IN 500' ROLL AIW	GENERAL ELECTRIC	00026	25	Roll/500'	\$	-
97	4001264	WIRE, COPPER #12 THHN YELLOW STRANDED IN 500' ROLL A.I.W.	GENERAL ELECTRIC	00068	15	Roll/500'	\$	-
98	4001265	WIRE, COPPER #12 THHN BLUE STRANDED IN 500' ROLL AIW	GENERAL ELECTRIC	00464	50	Roll/500'	\$	-
99	4001266	WIRE, COPPER #12 THHN BROWN STRANDED - 500' ROLL AIW	GENERAL ELECTRIC	00299	17	Roll/500'	\$	-
100	4001267	WIRE, COPPER #12 THHN GREEN STRANDED IN 500' ROLL AIW	GENERAL ELECTRIC	00780	110	Roll/500'	\$	-
101	4001268	WIRE, COPPER #12 THHN RED STRANDED - 500' ROLL	GENERAL ELECTRIC	00303	65	Roll/500'	\$	-
102	4001269	WIRE, COPPER #12 THHN BLACK STRANDED IN 500' ROLL AIW			90	Roll/500'	\$	-
103	4001270	WIRE, COPPER #10 THHN/THHN PURPLE STRANDED IN 500' ROLL			15	Roll/500'	\$	-

**Items 1 - 136**

Item #	SAP Code	Description	Manufacturer	Part Number	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$ Bid Line Item
104	4001271	WIRE, COPPER #12 THHN WHITE STRANDED - 500' ROLL			110	Roll/500'	\$	-
105	4001272	WIRE, COPPER #12 THHN PURPLE STRANDED 500' ROLL			12	Roll/500'	\$	-
106	4001284	WIRE, PLENUM COMP.CABLE/CAT6E; VDW C6CMPBLU1000' BX CAT6E PLENUM 23-49 SOL BLUE			10	Roll/1000'	\$	-
107	4001285	CABLE, TIES NYLON 12" 50 LB STRENGTH	BURNDY	CT50300CO	900	100/PKG	\$	-
108	4001285	CABLE, TIES NYLON W/#10 STUD, 15 1/2 LENGTH 50 LB STRENGTH	PANDUIT	BC4S-S10-C	200	100/PKG	\$	-
109	4001324	CONTACTOR, LPS SPRAY CLEANER CFC FREE	LPS	ITW-05416	180	Each	\$	-
110	4001327	WIRENUT, BLUE 72B (18-16 AWG 600 VOLT - 100/BX	IDEAL	72B	265	Box/100	\$	-
111	4001332	WIRENUT, YELLOW 74B 18-12 AWG 600 VOLT - 100/PKG	IDEAL	74B	180	Box/100	\$	-
112	4001334	SCOTCHLOCK, RED SPRING CONN; 3M "R/Y" + POUCH* #054007-20058 SCOTCHLOCK ONLY NO SUB; MMMRYBOX RED/YELLOW*	3M	054007-20058	115	Box/100	\$	-
113	4001337	FIXTURE, EXIT LED W/BATTERY (120/277M6 - DUAL VOLTAGE)	LITHONIA	LQM S W 3 R EL N	800	Each	\$	-
114	4001623	UNISTRUT, 1/4"-20 TWIRL NUT B-LINE PT # TN- 224	INNOVATIVE	TSN 800	1,100	Each	\$	-
115	4002635	QUAZITE GROUND BOX PG1118BB12 40#,12",22500#,OPEN BOTTOM 2 MOUSE HOLES	REXEL	176445	50	Each	\$	-
116	4002636	QUAZITE BX COVER #PG1118HH0017 EXTRA HEAVY DUTY W/2 SS BOLTS, 22500#	REXEL	173852	40	Each	\$	-
117	4007093	CONNECTOR, 1/2"SET SCREW EMT ***INSULATED THROAT ONLY***	RACO	2122 INSULATED THROAT ONLY	1,500	Each	\$	-
118	4007099	WIRENUT, ORANGE 22-14 AWG 600 VOLT	IDEAL	30-073	750	Box/100	\$	-
119	4030580	FIXTURE, EXIT EMERGENCY COMBO	ORBIT	EECLM-LED-W-R	300	Each	\$	-
120	4030820	ELECTRIC, SENSOR H-MOSS	HUBBEL	ATP1500C	40	Each	\$	-
121	4034020	RECPT, GFCI W/COVER HUBBELL-GFTWRST20I GFCI COMMERCIAL LED TAMPER/WEATHER RESIST 20A 125V IVORY	HUBBEL	GFTWRST20I	500	Each	\$	-

**Items 1 - 136**

Item #	SAP Code	Description	Manufacturer	Part Number	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$ Bid Line Item
122	1000146 (4001073)	LAMP, 70 W H.P. SODIUM HID LAMP DESIGNATION LU70/MED, ANSI #S62	GENERAL ELECTRIC	LU70/MED/ECO	450	Each		\$ -
123	1000152 (4001088)	LAMP, FLUORESCENT 13W T4	GENERAL ELECTRIC	F13BX/841/ECO	1,800	Each		\$ -
124	1000170 (4000917)	CORD, 14/3 SJTW-A3 WIRE 50FT HEAVY EXTENSION	CAROL CABLE	03356-63-04	450	Each		\$ -
125	1005770 (4032780)	LAMP, FLUORESCENT F28T8/841 ECO/LL	GENERAL ELECTRIC	F28T8/XL/SPX41/ECO	13,500	Each		\$ -
126		WIRENUT, BROWN # 22-10	3M	412	100	Box/100		\$ -
127		WIRENUT, BLUE	IDEAL	454	100	Box/100		\$ -
128		FIXTURE, 4' VAPOR PROOF DMW SERIES ENCLOSED & GASKETED INDUSTRIAL FIXTURE	LITHONIA	DMW232MvoltGEB10IS	100	Each		\$ -
129		FIXTURE, LED WALL PACK 120V-277V; max.0.30a; 36W = 250w; C.I. code	LITHONIA	LIT TWR1 LED-P2-50k MVOLT-DDBTXD-M2	100	Each		\$ -
130		FIXTURE, LED WALL PACK 120V-277V; 28W = 150w	LITHONIA	TWR1 P2 50k DDBTXD-M2	100	Each		\$ -
131		FIXTURE, 2x4 LAY-IN RECESSED WITH SWING GATE HINGE FOR DRYWALL HARD CEILINGS	LITHONIA	2-GT8-F-2-32-A12-MVOLT GEB 10IS	100	Each		\$ -
132		FIXTURE, LED PORCH LIGHT	LITHONIA	TWS LED P1 50K 120 BZ / LED WALL LUMINAIRE	100	Each		\$ -
133		FIXTURE, OUTDOOR SQUARE LED CANOPY (150W = 4000K)	COOPER LIGHTING	CLCSLED-40-SM-UNV-LED	100	Each		\$ -
134		FIXTURE, OUTDOOR SQUARE LED CANOPY (175W = 4000K)	COOPER LIGHTING	CLCSLED-55-SM-UNV-LED	100	Each		\$ -
135		FIXTURE, OUTDOOR SQUARE LED CANOPY (250W = 4000K)	COOPER LIGHTING	CLCSLED-86-SM-UNV-LED	100	Each		\$ -
136		FIXTURE, OUTDOOR SQUARE LED CANOPY (400W = 4000K)	COOPER LIGHTING	CLCSLED-117-SM-UNV-LED	100	Each		\$ -





Item #	Manufacturer	Single Fixed % Discount
137	3M	
138	Acme Dunbar	
139	Advance	
140	AFC	
141	AIW	
142	Alflex	
143	Allen Bradley	
144	Allied Tube	
145	American Dryer	
146	American Fitting	
147	American Flex Conduit	
148	American Power Conversion	
149	AMP	
150	Amphenol	
151	Appleton	
152	Arlington	
153	Austin	
154	Bell	
155	Blackburn	
156	Brady	
157	Bridgeport	
158	Brooks Products	
159	Bryant	
160	Building Wire	
161	Burndy	
162	Bussmann	
163	BWF	
164	Caddy	
165	Cantex	
166	Carlson	
167	Carol	
168	CFC	
169	CME	
170	Coleman	
171	Columbia	
172	Comm-Scope	
173	Conduit	
174	Cooper Failsafe	
175	Cooper Halo	
176	Cooper Lighting	
177	CREE LED	
178	Crouse-Hinds	
179	Cutler-Hammer	
180	Desa	
181	Ditek	
182	Dual-Lite	



Item #	Manufacturer	Single Fixed % Discount
183	Eagle	
184	E-Box	
185	Edison	
186	Edwards	
187	EGS	
188	Electri-Flex	
189	Erico	
190	Excel	
191	Federal Signal	
192	FPTS	
193	Furnas	
194	Fusetron	
195	Gardner Bender	
196	Gen/Tran	
197	General Electric - Ansi-Coded Lamps	
198	General Electric - Ballast Products	
199	General Electric - Breaker Products	
200	General Electric - Compact Fluorescent (Linear) Lamps	
201	General Electric - Compact Fluorescent Lamps	
202	General Electric - Halogen/Tungsteen Lamps	
203	General Electric - High Pressure Sodium Lamps	
204	General Electric - Incandescent Lamps	
205	General Electric - Metal Halide Lamps	
206	General Electric - Other Specialty Lamps	
207	General Electric - Remaining Manufacturing Line	
208	Georgia Pipe	
209	Gould Shawmut	
210	Greenlee	
211	Hazlux	
212	Heviduty/Sola	
213	Hoffman	
214	Hubbell - Lighting	
215	Hubbell - Wiring Products	
216	Hydrel	
217	Ideal	
218	Intercomp	
219	Intermatic	
220	Ipex	
221	Joslyn-Clark	
222	Juno Lighting	
223	Kaf-Tech	
224	Kenall	





Item #	Manufacturer	Single Fixed % Discount
225	Kindorf	
226	Klein	
227	Kraldy	
228	Leviton	
229	Lithonia	
230	Littelfuse	
231	Lutron	
232	Maddison	
233	Magnetek/Universal	
234	McGill	
235	Metallics	
236	MGM	
237	Milbank	
238	Neer	
239	NSI-Greaves	
240	O.Z. Gedney	
241	Osram-Sylvania - Ansi-Coded Lamps	
242	Osram-Sylvania - Ballast Products	
243	Osram-Sylvania - Breaker Products	
244	Osram-Sylvania - Compact Fluorescent (Linear) Lamps	
245	Osram-Sylvania - Compact Fluorescent Lamps	
246	Osram-Sylvania - Halogen/Tungsteen Lamps	
247	Osram-Sylvania - High Pressure Sodium Lamps	
248	Osram-Sylvania - Incandescent Lamps	
249	Osram-Sylvania - Metal Halide Lamps	
250	Osram-Sylvania - Other Specialty Lamps	
251	Osram-Sylvania - Remaining Manufacturing Line	
252	Panduit	
253	Paragon/Firex	
254	Pass & Seymour	
255	Perfect Line	
256	Philips - Ansi-Coded Lamps	
257	Philips - Ballast Products	
258	Philips - Breaker Products	
259	Philips - Compact Fluorescent (Linear) Lamps	
260	Philips - Compact Fluorescent Lamps	
261	Philips - Halogen/Tungsteen Lamps	
262	Philips - High Pressure Sodium Lamps	
263	Philips - Incandescent Lamps	
264	Philips - Metal Halide Lamps	
265	Philips - Other Specialty Lamps	
266	Philips - Remaining Manufacturing Line	



Item #	Manufacturer	Single Fixed % Discount
267	Quazite	
268	Raco	
269	Rayovac	
270	Red Dot	
271	Reliance Control	
272	Royal	
273	Russellstoll	
274	Scepter	
275	Seth Thomas	
276	Siemens.lte	
277	Simkar	
278	Southwire	
279	Square D - Breaker Products	
280	Square D - Remaining Manufacturing Line	
281	Steel City	
282	Stonco	
283	Superstrut	
284	Surelite	
285	Thomas & Betts	
286	Tork	
287	Triplite	
288	Unistrut	
289	Unity	
290	Universal Lightin Technologies	
291	USHIO	
292	Vangard	
293	Wattstoppr	
294	Weigman	
295	Werker	
296	Werker Private Lable	
297	Westinghouse	
298	Wiegman	
299	Wiremold	
300	World Dryer	

