



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

The School Board of  
Broward County, Florida

Heather P. Brinkworth, Chair  
Donna P. Korn, Vice Chair

Lori Alhadeff  
Robin Bartleman  
Patricia Good  
Laurie Rich Levinson  
Ann Murray  
Dr. Rosalind Osgood  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

Date: 01/21/2020

### ADDENDUM No.6

ITB # FY21-011

### Title: Classroom and Office Supplies & Equipment - Catalog

#### TO ALL BIDDERS:

**This addendum amends** the above referenced ITB in the following particulars only:

Following are the answers to questions received:

**QUESTION #1:** QUESTION #4: Is copy paper included in the ITB? If so, how much did the district purchase last year? With respect to the response: The addendum answered the first question concerning if the copy paper is included in the ITB. The second question was not answered as to total amount purchased by the district per this contract. Please advise.

**ANSWER TO QUESTION #1:** This information is not available. Copy paper was only part of the catalog section of this bid with very little spend. As Addendum #5 indicated, copy paper has its own bid.

**QUESTION #2:** With respect to the response: **ANSWER TO QUESTION #8:** The School District facilitates the access to the certified supplier directory by visiting <https://www.browardschools.com/certifiedsuppliers>. Please note that the link does not work. Please re-send.

**ANSWER TO QUESTION #2:** Revised link: <https://www.browardschools.com/PAGE/46981>

**QUESTION #3:** Per the spreadsheet that was included with the addendum to show the total amount spent on the existing contract (ITB 17-050N 2017 – 2020) during the past three years, the answer was \$1,107,044. Was this for one year or for all three? In the previous ITB the expected value shown for three years was set at \$9 million. Here is the information from that document:

Contract Number: 17-050N (Previous Contract Number: 14-076N)

Contract Title: CLASSROOM & OFFICE SUPPLIES & EQUIPMENT(CATALOG)

Contract Value: \$9,000,000

**ANSWER TO QUESTION #3:** ITB FY21-011 is covering only the catalog section of bid 17-050N (Item 2). That total in the contract award information is for the whole ITB including the top 50 items, which does not apply to ITB FY21-011. The figure indicated is for the 3 years of the contract; there is no discrepancy. Office Depot and The Office Cart are not included in this figure because they are awardees of Item 1 (Top 50 Items) of this ITB. The total for the new ITB will be calculated based on the spending indicated on Addendum #5.

This addendum is for informal purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgment form", Section 1 of Page 1 of ITB FY21-011, Bidder certifies acceptance of this Addendum.

Sincerely,

*Mayra Tobar*

Mayra Tobar

Purchasing Agent II

ITB 17-050N 2017 - 2020	
VENDOR NAME	TOTAL
106332-KAPLAN COMPANIES	\$ 343,286
106992-ACE EDUCATIONAL SUPPLIES INC	\$ 238,457
111696-SCHOOL SPECIALTY INC	\$ 155,977
109185-STAPLES ADVANTAGE - OFFICE SUPPLIES	\$ 119,004
107128-NASCO	\$ 83,679
101680-SCHOOL OUTFITTERS	\$ 47,219
104813-TREASURE COAST MATS	\$ 39,031
107412-DISCOUNT SCHOOL SUPPLY	\$ 27,653
109102-S & S WORLDWIDE	\$ 25,718
116352-OFFICE EXPRESS SUPPLIES INC	\$ 18,727
102549-CAMCOR INC	\$ 8,295
<b>GRAND TOTAL</b>	<b>\$ 1,107,044</b>



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Nora Rupert

Robert W. Runcie  
Superintendent of Schools

Date: 01/17/2020

### ADDENDUM No.5

ITB # FY21-011

## Title: Classroom and Office Supplies & Equipment - Catalog

### TO ALL BIDDERS:

***This addendum amends*** the above referenced ITB in the following particulars only:

Following are the answers to questions received:

**QUESTION #1:** For this current bid process, offerors are being asked to submit pricing based on a percentage discount off of the catalog list prices. The pricing model is problematic and puts Big box stores at an advantage because they have internal controls over price lists, especially for their own private label products. Therefore, they have the ability to offer what appears to be deeper discounts of their generic products. I'm sure the School Board can appreciate that most small businesses don't have the wherewithal to manufacture their own private label products. Therefore, the MSRP on comparable generic products is fixed by manufactures and can't be manipulated by business that sell these products. Therefore, the discounts small business are able to offer off those list prices will not be as attractive as the discount levels offered by Big Box stores. Please explain how the discounts will be evaluated especially on generic products with differing list prices which favors Big Box stores.

### ANSWER TO QUESTION #1:

Section 5, Special Conditions 3 - Award (page 10/33) defines the Award conditions for this solicitation: ***Bid shall be awarded to the ten (10) responsive and responsible Bidder meeting all specifications, terms, and conditions offering the highest SINGLE-FIXED PERCENTAGE DISCOUNT off their Catalog list price. Offering a percentage mark-up instead of a discount shall result in the disqualification of bid items. Multiple discounts offered will also be disqualified.***

Section 5, Condition 8 – Single Fixed Percentage Discount Offered (page 11/33) defines the structure for this solicitation to two line items:

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

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

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

In addition, An SBE subcontracting goal of 10% has been established for this solicitation. Refer to Section 7, page 18 (ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC)) of the solicitation.



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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**QUESTION #2:** I did not see anything on the bid regarding a percentage discount for small business or minority participation. Has the school board moved away from this model?

**ANSWER TO QUESTION #2:** Please refer to Section 7 – Economic Development & Diversity Compliance (EDDC), with the contracting goals for this solicitation.

**QUESTION #3:** Will there be an extension for the Q&A deadline also?

**ANSWER TO QUESTION #3:** It will be extended to January 20, 2020.

**QUESTION #4:** Is copy paper included in the ITB? If so, how much did the district purchase last year?

**ANSWER TO QUESTION #4:** Copy paper has its own bid for truckloads. In this catalog bid, it will be considered only for purchases of a few cases (1-5 cases).

**QUESTION #5:** Are toners included in the ITB? If so, which brands? Are there any special deviations in costing / pricing for the School Board of Broward County? If yes, how much did the district purchase last year?

**ANSWER TO QUESTION #5:** toners are not included in this solicitation. There is a separate bid for these items and it is being handled by our I&T department.

**QUESTION #6:** What is meant by a prime supplier when there will be 10 awarded vendors per the ITB?

**ANSWER TO QUESTION #6:** The Term “Prime Supplier” is not a term that is used in any of the Supplier Diversity Language. If you are referring to “Prime Bidder”, The *Prime Bidder* is the term used to describe the Bidder(s).

**QUESTION #7:** Please explain the 10% MWBE subcontracting goal for this bid. Is this a requirement for any awarded vendor? If so, what is covered as part of subcontracting?

**ANSWER TO QUESTION #7:** An SBE Subcontracting Goal of 10% has been established for this solicitation. Per Policy 3330, Section E.3.e:

*“Under this Program element, the Goal Setting Committee (GSC) may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, up to forty percent (40%) be subcontracted to eligible SBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of SBE firms to perform commercially useful functions on the specific contract.”*

Bidders may subcontract suppliers, transportation/delivery services or ancillary services with an SBBC certified SBE in order to meet the 10% subcontracting Goal.

**QUESTION #8:** Please provide a listing of all SBBC certified MWBE. Are there enough vendors with specialization in the office supply category to be financially successful working with 10 different awarded vendors?

**ANSWER TO QUESTION #8:** The School District facilitates the access to the certified supplier directory by visiting <https://www.browardschools.com/certifiedsuppliers>. Please refer to Section 7 on page 18.

**QUESTION #9:** Can a vendor subcontract with an MWBE firm that is not registered with the SBBC?



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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**ANSWER TO QUESTION #9:** No.

**QUESTION #10:** From which vendors have the district purchased on the existing contract? What is the total dollar amount of the contract per year? How much has each vendor sold to the district during the past year?

**ANSWER TO QUESTION #10:** Please find attached the information for the Catalog portion of the existing ITB.

**QUESTION #11:** If a vendor is not one of the awardees, will they still be able to sell to the district under this contract?

**ANSWER TO QUESTION #11:** No, a vendor needs to be awarded in order to sell to the District under this solicitation.

**QUESTION #12:** Will Margin floors be accepted?

**ANSWER TO QUESTION #12:** Please refer to Section 5, Special Condition # 3 – Award.

**QUESTION #13:** Can we base our discounts on our full line catalog only?

**ANSWER TO QUESTION #13:** This solicitation is for catalog items only.

**QUESTION #14:** Can we suggest exclusions and offer a different discount for the exclusions?

**ANSWER TO QUESTION #14:** Yes you can.

**QUESTION #15:** As the categories mentioned are very broad and without any indications as to what kinds of product types are considered School / Office are we to assume we can define what product types will be discounted?

**ANSWER TO QUESTION #15:** Yes, you can.

**QUESTION #16:** What is the current Average Order Size and order frequency under the existing contract?

**ANSWER TO QUESTION #16:** Information is not available.

**QUESTION #17:** If the price for a piece of equipment is less than \$1000, will that discount still be accepted?

**ANSWER TO QUESTION #17:** Yes it will.

This addendum is for informal purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgment form", Section 1 of Page 1 of ITB FY21-011, Bidder certifies acceptance of this Addendum.

Sincerely,

*Mayra Tobar*

Mayra Tobar  
Purchasing Agent II



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Nora Rupert

Robert W. Runcie  
Superintendent of Schools

Date: 01/15/2020

### ADDENDUM No.4

ITB # FY21-011

### Title: Classroom and Office Supplies & Equipment - Catalog

#### TO ALL BIDDERS:

*This addendum amends* the above referenced ITB in the following particulars only:

Following are the answers to questions received:

**QUESTION #1:** If our catalog is Wholesale not retail, will our bid be considered if a 0% is offered or will this be excluded from the bid.

**ANSWER TO QUESTION #1:** Please refer to Section 5, Special Condition 3 – Award.

**QUESTION #2:** Is any part of the bid awarded to ALL responsive and responsible bidders meeting, specs, and terms?

**ANSWER TO QUESTION #2:** Please refer to Section 5, Special Condition 3 – Award.

This addendum is for informal purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgment form", Section 1 of Page 1 of ITB FY21-011, Bidder certifies acceptance of this Addendum.

Sincerely,

Mayra Tobar  
Purchasing Agent II



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Nora Rupert

Robert W. Runcie  
Superintendent of Schools

Date: 01/14/2020

### ADDENDUM No.3

ITB # FY21-011

### Title: Classroom and Office Supplies & Equipment - Catalog

#### TO ALL BIDDERS:

*This addendum amends* the above referenced ITB in the following particulars only:

Following are the answers to questions received:

**QUESTION #1:** In order to allow vendors to prepare their most aggressive and competitive responses, would SBBC provide an additional week with a due date of 1/30/20 vs 1/23/20?

**ANSWER TO QUESTION #1:** Due date will be extended to **January 27<sup>th</sup>, 2020.**

**QUESTION #2:** Will Ink and Toner be evaluated in this process? If so, can we request that it be added as a separate category to allow the greatest possible list less discounts? This category is not listed in the exempt list.

**ANSWER TO QUESTION #2:** No, Ink and Toner are being handled by the I&T department. There is a separate bid to cover these items.

**QUESTION #3:** Will copy paper be evaluated in this process? If so, can we request that it be added as a separate category to allow the greatest possible list less discounts? This category is not listed in the exempt list.

**ANSWER TO QUESTION #3:** Yes, the copy paper will be evaluated in this bid for orders of few cases. There is a separate bid for truckloads of copy paper.

**QUESTION #4:** Will furniture be evaluated in this process? If so, can we request that it be added as a separate category to allow the greatest possible list less discounts? This category is not listed in the exempt list.

**ANSWER TO QUESTION #4:** No, furniture has its own bid.

This addendum is for informal purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgment form", Section 1 of Page 1 of ITB FY21-011, Bidder certifies acceptance of this Addendum.

**SEE BELOW REVISED ITB TIMELINE:**



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## PROCUREMENT & WAREHOUSING SERVICES

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### REVISED SECTION 4, ITB TIMELINE

- a. Release of ITB: 1/10/2020
- b. Written Questions due on or before 5:00 p.m. ET  
in Procurement & Warehouse Service Department: 1/16/2020
- c. Bid is due on or before 2:00 p.m. ET  
in Procurement & Warehousing Service Department: 1/27/2020  
Proposal Opening will be at:  
7720 West Oakland Park Blvd., Suite 323,  
Sunrise, Florida 33351-6704
- d. Posting of Recommendation: 1/30/2020

This addendum is for informal purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgment form", Section 1 of Page 1 of ITB FY21-011, Bidder certifies acceptance of this Addendum.

Sincerely,

*Mayra Tobar*

Mayra Tobar  
Purchasing Agent II





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Nora Rupert

Robert W. Runcie  
Superintendent of Schools

Date: 01/13/2020

## ADDENDUM No.2

ITB # FY21-011

### Title: Classroom and Office Supplies & Equipment - Catalog

#### TO ALL BIDDERS:

*This addendum amends* the above referenced ITB in the following particulars only:

Following are the answers to questions received:

**QUESTION #1:** Is there a way to receive the bid documents without having to pay the \$5 DemandStar fee?

**ANSWER TO QUESTION #1:** There are two situations here:

1. If you don't use Demandstar you will not get any notification of addenda, updates or changes that the bid might have.
2. You can request the documents through our "Public Records" department, which will take a few weeks for you to receive them. The opening date for this bid is January 23, 2020. But if you want to do this, please send your request to:

[RECORDREQUESTS@BROWARDSCHOOLS.COM](mailto:RECORDREQUESTS@BROWARDSCHOOLS.COM)

This addendum is for informal purposes only and need not be returned with your bid. By virtue of signing the "Bidder Acknowledgment form", Section 1 of Page 1 of ITB FY21-011, Bidder certifies acceptance of this Addendum.

Sincerely,

*Mayra Tobar*

Mayra Tobar  
Purchasing Agent II



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Robert W. Runcie  
Superintendent of Schools

Date: 01/13/2020

### ADDENDUM No.1

ITB # FY21-011

### Title: Classroom and Office Supplies & Equipment - Catalog

#### TO ALL BIDDERS:

*This addendum amends* the above referenced ITB in the following particulars only:

Following are the answers to questions received:

**QUESTION #1:** Is the bid due on January 23rd, or to respond to the Intent to Bid by the 23rd?

**ANSWER TO QUESTION #1:** Bid is due (bid opening day) on January 23th.

**QUESTION #2:** We are a wholesale distributor our prices are already discounted. The manufacturer prices are not provided on a website, can I list the manufacturer and provide an attachment of products and MSRP pricing, for each manufacturer, or do I need to show a firm percentage off?

**ANSWER TO QUESTION #2:** Please refer to Special Condition #3 – Award, and Special Condition #8 – Single Fixed Percentage Discount Offered.

**QUESTION #3:** I do not see a summary sheet in the bid. When I open the excel file the only information there is Bidder Info. Under that it states summary Sheet Instructions, however, nothing found.

**ANSWER TO QUESTION #3:** The bid summary sheet has two tabs. Please look at the second tab for the requested information.

**QUESTION #4:** Can we bid more than one manufacturer?

**ANSWER TO QUESTION #4:** Yes. You need to indicate the fixed percentage discount from each of them.

**QUESTION #5:** I see that shipping for inside delivery must be at no additional cost. However, items that ship via Freight for inside delivery require a lift gate which is an additional charge billed by the carrier, can this be billed as a separate line item?

**ANSWER TO QUESTION #5:** Please refer to Special Condition #11 – Delivery/Freight (Page 12 of the ITB)

**QUESTION #6:** Will a separate link be acceptable specifically for The School District of Broward County to view products and prices.

**ANSWER TO QUESTION #6:** Yes. You can create a specific link for SBBC with a specific user ID and password.



## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

### PROCUREMENT & WAREHOUSING SERVICES

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Sincerely,

*Mayra Tobar*

Mayra Tobar  
Purchasing Agent II



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1/10/2020

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Nora Rupert

Robert W. Runcie  
Superintendent of Schools

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders  
Invitation to Bid: FY21-011 – Classroom and Office Supplies & Equipment**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Classroom and Office Supplies & Equipment**. Any questions regarding this ITB should be addressed to me, in writing, via e-mail to [mayra.tobar@browardschools.com](mailto:mayra.tobar@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 the 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>.**

- **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 e-mail to [mayra.tobar@browardschools.com](mailto:mayra.tobar@browardschools.com). Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

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

Sincerely,

Mayra Tobar  
Purchasing Agent II

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

<b>DUE DATE:</b> Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services: <b>1/23/2020</b> Check Addenda for any revised opening dates before submitting your bid. <b>Bid(s) received, after the date and time stated above, shall not be considered for award.</b> Faxed bids are not allowed and will not be considered for award.	ITB NO.: <b>FY21-011</b>	RELEASE DATE: <b>1/10/2020</b>	PURCHASING AGENT: Mayra Tobar 754-321-0554
BID TITLE: <b>CLASSROOM AND OFFICE SUPPLIES &amp; EQUIPMENT</b>			

### SECTION 1 – Bidder Acknowledgement

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

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

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

### SECTION 2 – Submittal Requirements

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

<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Descriptive Literature Special Condition ____	<input checked="" type="checkbox"/> <b>S/M/WBE Participation Schedule (Exhibit A)</b>	<input checked="" type="checkbox"/> <b>Statement of Intent to Perform as an S/M/WBE Subcontractor (Exhibit A)</b>
<input type="checkbox"/> Material Safety Data Sheets Special Condition ____	<input checked="" type="checkbox"/> <b>Drug Free Workplace Section 11, Attachment 2</b>	<input checked="" type="checkbox"/> <b>Conflict of Interest Form Section 11, Attachment 1</b>	<input checked="" type="checkbox"/> <b>Certificate of Debarment General Condition 45, Attachment 7</b>
<input checked="" type="checkbox"/> <b>Bidding Preference Form Special Condition 26, Attachment 3</b>	<input checked="" type="checkbox"/> <b>Bid Summary Sheet</b>	<input type="checkbox"/> 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 BIDDING 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 their 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 the 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 in Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.



35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.

37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on [www.demandstar.com](http://www.demandstar.com) on **January 27, 2020**, 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) AWARDDEE 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 AWARDDEE, its agents, servants or employees; the equipment of the AWARDDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDDEE or the negligence of AWARDDEE'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 AWARDDEE, 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 nonfinancial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower-tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on 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 an 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 are [www.fieldprintflorida.com](http://www.fieldprintflorida.com).** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: [http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT\\_CODES.pdf](http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf). Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
  - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

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

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

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

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

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

## SECTION 4, ITB TIMELINE

- a. Release of ITB: 1/10/2020
- b. Written Questions due on or before 5:00 p.m. ET  
in Procurement & Warehouse Service Department: 1/16/2020
- c. Bid is due on or before 2:00 p.m. ET  
in Procurement & Warehousing Service Department: 1/23/2020  
Proposal Opening will be at:  
7720 West Oakland Park Blvd., Suite 323,  
Sunrise, Florida 33351-6704
- d. Posting of Recommendation : 1/27/2020

## SECTION 5, SPECIAL CONDITIONS

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

### TO BE SUBMITTED IN TIME FOR BID OPENING:

- a. **One (1) signed hard-copy original of the ITB including the Bid Summary Sheet.**
- b. **One (1) identical electronic version of the complete ITB, in PDF Format on a flash drive. (Please no CDs) including the Bid Summary Sheet in an Excel (.xls) format.**

**If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.**

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

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

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

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

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



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

2. **TERM:** The award of this bid shall establish a contract for the period **beginning 7/1/2020 and continuing through 6/30/2023**. Bids will not be considered for a shorter period of time. The term of the contract may, by mutual agreement between SBBC and the Awardee(s), be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All percentage discounts offered shall be firm for the term of the contract. The Proposer agrees to this condition by signing its Proposal.
3. **AWARD:** Bid shall be awarded to the ten (10) responsive and responsible Bidder meeting all specifications, terms, and conditions offering the highest SINGLE-FIXED PERCENTAGE DISCOUNT off their Catalog list price. Offering a percentage mark-up instead of a discount shall result in the disqualification of bid items. Multiple discounts offered will also be disqualified.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Mayra Tobar, **Procurement and Warehousing Services, 754-321-0554 or e-mail at mayra.tobar@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 Mrs. Tobar 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 on or before January 16, 2020.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm single-fixed percentage discount off the catalog list price. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All percentage discounts shall be firm through the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **BID CONDITIONS:** Bidder, by virtue of submitting a bid, agrees that SBBC's terms and conditions herein shall take precedence over any terms and conditions submitted with the bid, either appearing separately or included in pre-printed catalog(s) and/or price list(s) or other literature. Bidder agrees with this condition by signing the ITB bidder acknowledgement page.

7. **CATALOG(S)/PRICE LIST(S):** Bidders shall furnish, upon request, one copy of the manufacturer's catalog/price list (MSRP) which will indicate all items Bidder can furnish. **Internet-based or CD-ROM catalog/price lists are encouraged in lieu of hard copies.** If an Awardee has a website with updated manufacturer list pricing with the SBBC discount schedule, state the web address on the Bid Summary Sheet. Bids submitted for other than **classroom and office supplies and equipment** shall not be accepted. All Awardees may be requested to deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) upon request and at no cost to SBBC when notified to do so. Under no circumstances will catalogs be accepted by SBBC mailroom for distribution to the various SBBC locations. It is in the best interest of the Awardee to indicate the bid number, percentage discount offered and term of the contract on the cover of the MSRP price list distributed. Distributed catalog/pricelist(s) shall be at no charge to SBBC.

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

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

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

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

9. **SALES PROMOTIONS / PRICE REDUCTIONS:** If sales promotions occur during the course of this contract, SBBC shall receive the full benefit of such reductions of lower than the discount established by this bid. Procurement & Warehousing Department must be notified of these promotions, in writing, specifying the beginning and end dates of the sales promotion. Price reductions announced by the awardee/manufacture shall take effect immediately and be applied to unshipped and subsequent orders.
10. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. Awardee will be responsible for the pick-up of defective/rejected materials. After 30 days of notification to the Awardee, if the materials are not removed, they become the property of SBBC. Awardee will be responsible for any disposition charges.
11. **DELIVERY/FREIGHT:** Schools and Departments may need **same day inside delivery** or **next day inside delivery** to be provided under this contract. Delivery must not exceed five (5) business days after receipt of order. All Awardees shall provide "inside delivery", F.O.B. Destination to various SBBC locations within Broward County,



Florida. SBBC's definition of "F.O.B. Destination" is Awardee retains title and control of goods, and selects the carrier, and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. Any delivery/handling costs should be stated in detail on the quotation issued to an SBBC location. **Delivery, that includes freight collect, shall not be allowed. Delivery or freight charges shall be prepaid and added to the invoice as a separate amount on the invoice.** Awardee shall be responsible for filing, processing and collecting all damage claims against the shipper for damaged materials. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

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

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

12. **QUANTITIES:** Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.
13. **ORDERS:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is **NOT** obligated to place any order with any Awardee in this bid. However, all schools and departments requesting classroom and office supplies and equipment not available in SBBC's warehouse or available on other SBBC bids will be directed to the Awardees of this contract. Individual orders will be placed on an as needed basis. The prices applicable to any purchase order are those that were in effect on the date of issuance of the purchase order.
14. **BACKORDERS:** Packing slips must clearly indicate all items that are backordered. Backordered items should be delivered within five (5) calendar days unless the item is backordered by the manufacturer. Proper notification should be given to the person placing the order and the backorder should be noted on the invoice with the estimated delivery time. The District reserves the right to cancel backorders at any time and to purchase from another vendor. Backordered items may not be replaced by substitute items.
15. **ORDERING METHODS AND PROCESS:** Schools and departments will either place orders by the District's Purchase Order, use a District issued P-Card or place orders through their internal accounts. District issued P-Card orders or orders using the internal accounts may be placed via a designated secure Internet site and these orders must be discounted at the percentage bid herein. **SBBC requires that individual P-Card information is not to be "saved" in the Awardee's ordering system. P-Card information must be re-input for each transaction for security purposes.**

SBBC shall be handled as one (1) account with multiple ship to locations. Each "ship to" location could have multiple staff who could order classroom and office supplies. Each staff member who orders classroom and office supplies must be set up in the Suppliers website with their own individual user ID for security purposes. They must each also utilize their individual purchasing cards for this purpose. Sharing of purchasing cards is not allowed. **Bidders shall provide information in their Bid indicating how orders may be placed and how individual P-Card transactions will be handled.**

**Under no circumstances awarded vendor(s) shall accept orders without using a District issued Purchase Order or P-Card Number. The District cannot guarantee payment to the awarded vendor(s) under these circumstances. Phone orders shall not be taken.**

**All categories/products listed in Special Condition 1, under “Exempt Items”, must be excluded from the Internet site unless approved in writing from Procurement & Warehousing Services.**

16. **SHIPMENTS AND INVOICING:** SBBC Purchase Order number and ship to information **shall** appear on all shipments, bills of lading, packing lists and invoices. All shipments will be made in **no more than three increments**. The third, and final shipment, if necessary, shall be made no more than **30 calendar days** subsequent to the date of Purchase Order.
17. **RETURNS:** Awarded vendor(s) shall replace or pick-up and credit all products damaged, duplicated, incorrectly ordered or shipped, within two (2) working days of notification of return. All returns shall be at no cost to the District.
18. **RESTOCKING CHARGES:** The District will **not** pay a restocking charge for items returned in new, unused condition within thirty (30) calendar days after delivery.
19. **VALUE:** All SBBC locations will be urged to refer to catalogs and single fixed percentage discount of Awardee(s) to fill their orders at the lowest prices.
20. **MINIMUM ORDER:** **Price or quantity restrictions stated by any Bidder shall not be considered for award.** Any bid which stipulates minimum order by quantity or dollar amount shall not be considered for award. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items.
21. **WARRANTY:** Manufacturer's standard warranty shall be extended to SBBC for all catalog items. Warranty shall begin after delivery and acceptance by the user of the product.
22. **MATERIAL SAFETY DATA SHEETS (MSDS):** Bidder, as a result of award of this bid, delivering any toxic substances, as defined in Florida Statute Chapter 1013.49 or as amended, shall furnish to the Procurement & Warehousing Services or Risk Management Department, a Material Safety Data Sheet (MSDS) as detailed below. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from the same. The District reserves the right to reject the use of any product from the Awardee's catalog for the term of the contract. **The material safety data sheet shall be provided with initial shipment to the “ship-to” location as stated on the Purchase Order and shall be revised on a timely basis, as appropriate.** Failure to ship an MSDS with initial shipment may result in rejection of shipment or delay in payment. The MSDS must include the following information in English:
  - A. The chemical name and the common name of the toxic substance, where applicable.
  - B. The hazards or other risks in the use of the toxic substance, including:
    - (1) The potential for fire, explosion, corrosiveness, and reactivity;
    - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
    - (3) The primary routes of entry and symptoms of overexposure.
  - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
  - D. The emergency procedure for spills, fire, disposal and first aid.

- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

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

- 23. **RETAIL STORES:** It is not a requirement of this bid for Bidders to have a retail store nor is it a requirement for bidders to participate in this type of sale if they do have retail stores. It is highly suggested that a Bidder have a retail store located within Broward County, Florida to conveniently purchase classroom and office supplies during the term of this contract.
- 24. **AREA REPRESENTATIVE:** Awarded vendors will be required to assign an inside representative and outside sales representative to manage the District's account for this bid. Indicate in space provided on the "Area Representative" document the name, phone number (include extension) and email address, of the inside customer service representative who will be familiar with the District's account and bid requirements, receive and review District orders and respond to any issues or questions, including but not limited to returns and credits. Additionally, state the name, cell phone number and email address for the outside representative who will make visits to schools and departments upon request, to resolve billing and delivery problems or any other issues. Awarded vendors must notify the District's purchasing agent immediately of any change in the assigned account representatives throughout the term of the contract.
- 25. **FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.

**26. BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 11, ATTACHMENT 3 TO BE CONSIDERED FOR AWARD.** The State of Florida provides a bidding 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 "Legal Opinion of Bidding Preference" form, Section 11, Attachment 3, and must submit this form with submitted bid. Such an opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form with bid, shall result in bid being considered "non-responsive" and bid rejected.

**NOTE:** State of Florida's Bidder's Preference is based on the Bidder's **principal place of business**. If the Bidder's place of business is located within the State of Florida, the top portion of the form must be executed and submitted with the bid.

If the corporate office (principal place of business) is located out of the State of Florida, then the second and third portion of the Legal Opinion of Bidder's Preference Form must be executed.

27. **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.**

- i. Purchase Order number
- ii. A complete description of the items
- iii. Itemized list price
- iv. Total dollar amount shall be net

Invoices are to be mailed to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301.

28. **LEAD-FREE STATEMENT:** All material supplied to SBBC must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**
29. **PROTECTION OF PROPERTY:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless such is caused by the SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee.
30. **EDDC/SDOP REQUIREMENT: An SBE Subcontracting Goal of 10% is established for this solicitation. Prime bidders, if awarded, shall commit to subcontracting a ten percent (10%) of the total contract value to a SBBC Certified SBE.** The proposer shall identify each SBBC-Certified SBE firm, that will be utilized by completing the Form 00470 Statement of Intent to Perform as an SBE Subcontractor and Form 00475 Subcontractor Participation Schedule (see Attachment A). **NOTE:** SBE Proposers who are self-performing must identify themselves by completing the Form 00470 and 00475. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar amount to perform.
- Failure of a proposer to commit and submit as required in the solicitation to satisfying the SBE subcontracting goal, shall render its response non-responsive to the M/WBE requirements.
31. **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. **Only page one (1) needs to be submitted.**

## **SECTION 6, BID SUMMARY SHEET**

**BID SUMMARY SHEET:** Vendor **MUST** fill out the attached "Bid Summary Sheet" electronically with the corresponding single fixed percentage discount 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, ADDITIONAL INFORMATION**

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

### **PROVIDE ANSWERS TO THE FOLLOWING QUESTIONS:**

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

**SECTION 7, ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC)  
SUPPLIER DIVERSITY PROGRAM (SDOP)  
AFFIRMATIVE PROCUREMENT INITIATIVES (API)**

**SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** The 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 and Guidelines. S/M/WBE is defined as 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 and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: [broward.k12.fl.us/sbbcpolicies](http://broward.k12.fl.us/sbbcpolicies).**

**Nondiscrimination:**

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 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 SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

**INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES**

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

**The Affirmative Procurement Initiative (API) implemented in this solicitation is the SBE Subcontracting Goals Program in accordance with SBBC Policy No. 3330, Section E.3.e.** All SBBC Certified S/M/WBEs are considered SBEs.

"Under this Program element, the GSC may, at its discretion, and on a contract-by-contract basis, require that a predetermined percentage of a specific contract, be subcontracted to eligible SBEs. Factors to be considered by the GSC in making this determination shall include the relative availability of SBE firms to perform commercially useful functions on the specific contract".

**An SBE Subcontracting Goal of 10% is established for this solicitation. Prime bidders if awarded shall commit to subcontracting a ten percent (10%) of the total contract value to a SBBC Certified SBE.** The proposer shall identify each SBBC-Certified SBE firm, that will be utilized by completing the Form 00470 Statement of Intent to Perform as an SBE Subcontractor and Form 00475 Subcontractor Participation Schedule (see Attachment A). **NOTE:** SBE Proposers who are self-performing must identify themselves by completing the Form 00470 and 00475. The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar amount to perform.

Failure of a proposer to commit and submit as required in the solicitation to satisfying the SBE subcontracting goal, shall render its response non-responsive to the M/WBE requirements. Please go to the following link to view the current list of SBBC-Certified firms: [browardschools.com/Page/46981](http://browardschools.com/Page/46981).

**Penalties and Sanctions**

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the SBE subcontracting goal by a certified SBE proposer, the failure of a proposer to attain a subcontracting goal for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

**Suspension**

The temporary stoppage of a SBE firm's beneficial participation in the District's SDOP for a finite period of time due to cumulative contract payments the SBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy. The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at: [browardschools.com/Page/46981](http://browardschools.com/Page/46981).

At the time of the bid submittal, the Bidder shall identify itself as an SBBC-Certified SBE firm, by completing the *Form 00470* and *Form 00475*. Once awarded, the Bidder is required to submit the Monthly Utilization Report Form, #00485. The Bidder must also adhere to Section 9 and 13 of the SDOP Standard Operating Procedures, which is available at [browardschools.com/Page/32544](http://browardschools.com/Page/32544)

**Please refer to Attachment 6 for the Forms mentioned above.**



## **SECTION 8, BID SPECIFICATIONS**

**This page has been left blank intentionally, please proceed to Section 9**

## SECTION 9, 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.

### SECTION 10, 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: \_\_\_\_\_

√	<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: \_\_\_\_\_

## **SECTION 11, FORMS AND ATTACHMENTS**

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

## ATTACHMENT 1, CONFLICT OF INTEREST

### 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

## 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)

### ATTACHMENT 3, LEGAL OPINION OF BIDDER PREFERENCE

#### See Special Condition 26

**MUST BE COMPLETED BY ALL BIDDERS.**

Bidder (Firm) Name: \_\_\_\_\_

Identify the state in which the Bidder has its principal place of business: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

**INSTRUCTIONS:** If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required.

**IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to submit and execute this form with bid, shall be considered to be non-responsive and bid rejected.**

#### **OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**

*(To be completed by the Attorney for an Out-of-State Bidder)*

**NOTICE:** Section 287.084(2), Florida Statutes, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

#### **LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

*(Please 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)]:  
\_\_\_\_\_  
\_\_\_\_\_

#### **LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

*(Please Select One)*

\_\_\_\_\_ 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 subdivision.

\_\_\_\_\_ 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)]:  
\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_

## ATTACHMENT 4, 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 5, ACH PAYMENT FORM

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

#### VENDOR NAME

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

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

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

#### ACCOUNT INFORMATION

<b>Bank/Financial Institution Name:</b>	<b>Branch / State:</b>	<b>Routing Number:</b>
<b>Account Number:</b> Checking Savings	<b>Remittance Confirmation:</b>	<b>Federal Identification #:</b> Tax ID SS #

#### FAX & EMAIL ADDRESS

<b>Fax Number:</b>	<b>Email Address:</b>	<b>Phone Number:</b>
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#### SIGNATURES

<b>Authorized Signature (Primary):</b>	<b>Business Title:</b>	<b>Date Signed:</b>
<b>Authorized Signature (Joint):</b>	<b>Business Title:</b>	<b>Date Signed:</b>

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

#### FOR PROCUREMENT SERVICES USE ONLY

<b>Vendor Account #:</b>	<b>Date Entered:</b>	<b>Initials:</b>
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This completed form must be submitted via email to [Purchasinghelpdesk@browardschools.com](mailto:Purchasinghelpdesk@browardschools.com).



## ATTACHMENT 6, SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS


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

### 1. FORM 00470

**Document Link:**

[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:**


 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools	Document Number 00470 Attachment _____
	<b>STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR</b>
	SOLICITATION #: <input type="text"/>
	CONTRACT #: <input type="text"/>
A signed <i>Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor</i> form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the <i>S/M/WBE Subcontractor Participation Schedule</i> .	
<b>STATEMENT OF INTENT</b>	
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity	

### 2. FORM 00475 - PARTICIPATION SCHEDULE FORM

**Document Link:**

[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:**

 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools	Document Number 00475 Attachment _____		
	<b>SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE</b>		
	DATE <input type="text"/>		
<b>SOLICITATION INFORMATION</b>			
Contract #:	<input type="text"/>	Project Start Date:	<input type="text"/>
Project Name:	<input type="text"/>		
Project Location:	<input type="text"/>		
Bidder/Proposer:	<input type="text"/>		


## ATTACHMENT 6, SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

The following form is due (if applicable) after Bid has been awarded:

### 1. S/M/WBE Monthly Subcontractor Utilization Report

Document Link:

[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)

 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools					Document Number 00485 Attachment _____			
<b>S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT</b>								
<b>SECTION I - GENERAL INFORMATION</b>								
<b>Project Name:</b>					<b>Contract Number and Work Order Number (if applicable):</b>			
<b>Report #:</b>		<b>Reporting Period:</b>			<b>S/M/WBE Contract Goal:</b>		<b>Contract Completion Date:</b>	
		_____ to _____						
<b>Prime Contractor Name:</b>					<b>Project Manager (PM) Name:</b>			
<b>Prime Contractor Street Address:</b>								
<b>Prime Contractor Phone #:</b>		<b>Prime Contractor Email Address:</b>			<b>PM Phone #:</b>		<b>PM Email Address:</b>	
<b>SECTION II - UTILIZATION INFORMATION</b>								
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.								
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					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

**ATTACHMENT 7, CERTIFICATION OF DEBARMENT**

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

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

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)

---

Signature(s)

Date

## ATTACHMENT 7, INSTRUCTIONS FOR CERTIFICATION

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

**ATTACHMENT 8, MAILING LABEL**



**FROM:** \_\_\_\_\_  
(Vendor Name)

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

Attn: **Mayra Tobar**  
**BID: FY21-011 (Classroom and Office Supplies & Equipment)**