



PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

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Broward County, Florida

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5/7/2020

Robert W. Runcie
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Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: FY21-104 - Stage Rigging and Smoke Hatch Inspection/Repair and Stage Curtain Cleaning/ Fire Retardant Treatment**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Stage Rigging and Smoke Hatch Inspection/Repair and Stage Curtain Cleaning/ Fire Retardant Treatment**. Any questions regarding this ITB should be addressed to the Purchasing Agent, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to al.shelton@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.

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 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 before the submission of the 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. To have your bid considered for award, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on the date due will not be considered.

• **STATEMENT OF "NO BID"**

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

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

Al Shelton
Purchasing Agent

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

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:
5/29/2020

ITB NO.:
FY21-104

RELEASE DATE:
5/7/2020

PURCHASING AGENT:
 Al Shelton
 754-321-0520

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

BID TITLE:
STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/ FIRE RETARDANT TREATMENT

SECTION 1 – Bidder Acknowledgement

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

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

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

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll-Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll-Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

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

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

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2 – Submittal Requirements

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

Bid Bond

Descriptive Literature
 Special Condition ____

S/M/WBE Participation Schedule
 (Exhibit A)

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

Safety Data Sheets
 Special Condition 14

Manufacturers Authorization
 Special Condition __

Conflict of Interest Form
 Section 7, Attachment 1

Certificate of Debarment
 General Condition 45

Bidding Preference Form
 Special Condition __

Bid Summary Sheet

Other Licenses
 Special Condition 7

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 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 before 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 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 the date due** for the bid to be considered. Bids shall be opened at 2:00 p.m. ET on the 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 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 an 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 the 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 the 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 the determination of an award of the 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 a 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 the 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 the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
 5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.
 6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
 7. **BID OPENING:** 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 therefrom 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 the 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 the 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 (5) days, a 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 the 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 an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection, and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order, shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in the Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment, and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on 6/8/2020 @3PM, and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC**
37. (Continued):
Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on the 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. The packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the Awardee's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:** This General Condition of the bid is **NOT** subject to negotiation, and any bid that fails to accept these conditions shall be rejected as **"non-responsive."**
- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
- b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
43. **GOVERNING LAW:** This ITB and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and 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 a 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 a reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders, and all other factors are equal, priority for an 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 the application of the above criteria does not indicate a priority for an 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 the 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 the submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds 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 the Awardee or its personnel providing any services. The 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 the 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 is 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. 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 the 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. 3rd Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights, and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in the bid and/or Purchase Order may be rejected upon delivery and/or maybe 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 the 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. **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.

63. **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 record 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. The 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 record request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

SECTION 4, SPECIAL CONDITIONS

- 1. INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Stage Rigging and Smoke Hatch Inspection/Repair and Stage Curtain Cleaning/ Fire Retardant Treatment as specified herein. The scope of requirements includes, but is not limited to furnishing all overhead, supervision, labor, materials, machinery, tools, means of transportation, supplies, equipment (including use of lift), vehicle(s) and services on an as needed basis necessary to perform Stage Rigging Inspection/Repair and Stage Curtain Cleaning/Fireproofing and other similar work at various school auditoriums, cafeterias, theaters, orchestra pits, CCTV Studios, and black box theatres.

The stage rigging inspection/repair requirements of this contract is to conduct comprehensive hands-on safety inspections that include written reports, photographs, preventive maintenance, and repairs and services as needed. All bidders must be Entertainment Services and Technology Association (ESTA) certified and must submit proof of certification with the bid or upon request prior to evaluation. The awardee(s) shall utilize United States Institute for Theatre Technology (USITT) standards. The Bidder shall indicate the length of time they have been providing inspection reports and performing stage-rigging services in public or private schools/universities. (See Bid Specification A).

The stage curtain cleaning/fireproofing requirements of this contract includes cleaning and fireproofing stage curtains on an as needed basis. The purchase of new stage curtains are not covered under this bid and are not allowed.

A single fixed percentage mark-up for repair materials is noted on the Bid Summary Sheet. There will be no additional charge for consultation or any other charges not specified in this bid on any particular project.

MUST BE SUBMITTED IN TIME FOR BID OPENING:

- **One (1) signed hard-copy of the ITB including the Bid Summary Sheet.**
- **One (1) flash drive containing identical electronic version of the bid, in PDF format with exception of the Bid Summary Spreadsheet, which must be both in the original PDF file as well as a separate attachment in an Excel (.xls) format.**

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

- 2. TERM:** The award of this bid shall establish a contract for the period **beginning 10/1/2020 and continuing through 9/30/2023**. Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract shall be reduced to one year.
- 3. AWARD:** The bid shall be awarded by **GROUP** to one primary and an alternate responsive and responsible Bidders meeting specifications, terms, and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of work. SBBC reserves the right to procure goods from the second and third lowest Bidders if a) the lowest Bidder cannot comply with delivery requirements or specifications; b) the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

"Additional Information" is for informational purposes only and is not part of the award process. The percentage discount offered must be stated in the space(s) provided on the Bid Summary Sheet. The percentage discount offered must remain firm throughout the contract period.

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 Al Shelton, **Procurement and Warehousing Services, 754-321-0520 or e-mail at al.shelton@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves.

Neither Al Shelton , nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for 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 prices shall be firm through the period stated in Special Condition 11 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.
7. **LICENSE: All bidders must be Entertainment Services and Technology Association (ESTA) certified and shall have a full time "Entertainment Technician Certification Program (ETCP) Certified Stage Rigger – Theatre" on staff. Proof of certification must be submitted with the bid or upon request prior to evaluation.**

The bidder shall have maintained continual work experience in the business of stage rigging inspections, repairs, and maintenance for a period of five (5) years prior to the bid date and show proof of ESTA Certification. Bidder must submit written documentation with the bid substantiating experience requirement. Any of the following documentation will be acceptable:

- A. **Copies of state or county licenses showing date business was opened.**
 - B. **Copy of incorporation papers showing date of opening.**
 - C. **A notarized statement affirming the opening date of the business.**
 - D. **A notarized statement affirming previous years of experience of the principals of the firm.**
8. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.
 9. **BIDDING PREFERENCE LAWS: FLORIDA BIDDING PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
 10. **INVOICES:** Delivery copies, packing slips, and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **Physical Plant Operations, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.**
 - i. Material release number OR the control number
 - ii. Purchase Order number
 - iii. A complete description of the items
 - iv. Itemized list price
 - v. Total dollar amount shall be net
 11. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the third-anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.

- 12. PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
- 13. WARRANTY:** Manufacturer's standard warranty must be provided on all bid items. Warranty shall begin after delivery and acceptance by the user of the product. Awarded vendor(s) shall guarantee workmanship and/or material to be free of defects under normal use and service for a minimum period of one year from date of acceptance by the School district. Vendor(s) shall bear the full obligation and cost of materials and labor for repair and/or replacement during the warranty period.

Awardee warrants to the District that all materials and equipment furnished under this contract will be NEW unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the ITB. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered unacceptable. If required by the District, Awardee shall furnish satisfactory evidence of the kind and quality of materials and equipment used to meet the requirements of the bid.

Awardee shall re-execute any work that fails to conform to the requirements of the bid and that appears during the progress of job at no additional cost to SBBC. PPO staff will inspect and approve job progress as needed.

- 14. SAFETY DATA SHEETS (SDS):** Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement and Warehousing Services, a Safety Data Sheet (SDS) as detailed below with the bid or upon request. **Failure of the Bidder to provide SDS, as requested, shall result in the disqualification of Bidder for that bid item.** SBBC reserves the right to reject the use of any product from this bid with due cause. All SDS submitted must be either an original, as received from the manufacturer or a legible copy made from the same. The awardee shall be responsible, during the term of the contract, to provide the SBBC Procurement and Warehousing Services or Risk Management Department with revised SDS on a timely basis, as appropriate.

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

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

- 15. 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.
- 16. BIDDER'S REFERENCES:** Bids will be considered only from firms engaged in providing the services specified herein. On "Exhibit C", bidders must provide with the bid, a list of references from three established firms for whom bidder has provided services that are similar in scope and nature to the items listed in the bid summary sheet. Firms must be located within the tri-county area (Miami-Dade, Broward and Palm Beach Counties).

17. ITB TIMELINE:

- a. Release of ITB: 5/7/2020
- b. Written Questions due on or before 5:00 p.m. ET
in Procurement & Warehouse Service Department: 5/13/2020
- c. The bid is due on or before 2:00 p.m. ET
in Procurement & Warehousing Service Department: 5/29/2020
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704
- d. Posting of Recommendation : 6/8/2020

18. SUBCONTRACTING: Awardee CANNOT subcontract the Stage Rigging and Smoke Hatch Inspection/Repair and Stage Curtain Cleaning/Fire Retardant Treatment.

19. LABOR PRICING: Awardee shall provide in their pricing all supervision, labor, materials, equipment, tools, machinery, transportation and any other services necessary for the proper execution and completion of any project under this ITB. No additional charges or hidden costs shall be allotted during the course of the contract. The District will not be responsible for travel, meals, lodging or any other miscellaneous costs.

20. MATERIAL PRICING: Awardee shall furnish materials for any project under this ITB, unless otherwise specified at the time of the project. Any material purchased shall be selected to match any existing material at specific sites or approved per the PPO Department or designee. The District reserves the right to furnish materials or purchase materials directly from suppliers and have the awardee install per labor rates under this ITB. All special materials utilized shall conform to standards of the trade, manufacturers' recommendations, compliant with existing systems, and be acceptable to the District. Only OEM parts shall be used. All materials for projects under this ITB will be purchased at cost plus applicable discount or mark-up. The percentage mark-up shall be listed in the appropriate area on the bid sheet, which is Group A, Item 10. All percentages shall be firm for the duration of the contract. Upon request by the PPO Department, the awardee shall provide documentation of the cost for materials (i.e. invoices). All awardee invoices shall clearly demonstrate the percentage mark-up for materials.

21. FORMS REQUIRED: Service calls must be verified. Awardees' staff shall report to main office of the school, department or center prior to commencement of each service call. When repair work is completed at a SBBC site, it will be necessary for the Awardee(s) to complete a "Stage Rigging and Smoke Hatch Repair Ticket" (See Sample, Attachment 2). This form will be completed in its entirety. Failure to complete this form may result in non-payment of invoices.

22. RESPONSE TIME: For installations or scheduled services/projects, the awardee shall be contacted by the PPO Department or other authorized District staff. Request will be for either a meeting, the preparation of an estimate or responding to a PPO issued work-order/incident. Contractor shall respond the same day for any emergency call or need requested by the District. Contractor shall immediately address the problem, take photographs (if possible) and immediately inform the District of the extent of the emergency and/or problems. Failure to respond within this time frame may be cause for the District to use alternate awardee(s). Continued failure to respond will result in the termination of the contract.

23. STAGE RIGGING TECHNICIANS: All Stage Rigging services under this ITB shall be supervised onsite by an ETCP Certified Stage Rigger (Theatre) technician employed by the bidder who has been employed in the industry for a minimum of three (3) years. **Bidder shall submit with the bid, a letter stating all technicians it employs have been properly trained and certified if necessary to perform the required services under this ITB. List shall include employee name, number of years employed by bidder, number of years in the stage rigging industry, and copies of the certifications. Failure to submit list shall be cause for rejection of bid.**

24. CODES AND STANDARDS: The awardee(s) shall adhere to all applicable codes and standards including but not limited to: Florida Building Code, Florida Fire Prevention Codes, NFPA (National Fire Protection Association) OSHA (Occupational Safety and Health Administration) SREF, (State Requirements for Educational Facilities) USITT, (United States Institute for Theater Technology) ESTA (Entertainment Services and Technology Association) and ANSI (American National Standards Institute).

SECTION 5, BID SUMMARY SHEET

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

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

SECTION 6, BID SPECIFICATIONS 1

STAGE RIGGING AND SMOKE HATCH INSPECTION/PREVENTIVE MAINTENANCE AND REPAIR

A. AWARDED VENDOR(S) RESPONSIBILITIES:

1. Awardee shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the site.
2. Safeguard of all equipment, tools, material, etc., at the work site.
3. Correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District.
4. Have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the vendor(s) behalf.
5. Conduct themselves in a professional, respectful and courteous manner at all times. Use of inappropriate language or smoking on school property is strictly prohibited.
6. Be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises.
7. **NO** rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

B. SCOPE OF WORK / SERVICES

1. The Awardee should be capable of complete installation projects. The District currently has all systems in place, however, replacement of older systems or the addition of new buildings may be added during the course of the contract. The Awardee will work with the PPO Supervisor assigned, or its designee, to devise the best equipment and items for installation of any replacement/new systems or added buildings. Awardee shall comply with the District's guidelines and restrictions issued for each project/job.
2. The Awardee shall work with the PPO Supervisor assigned, or its designee, on a set schedule for the inspection/preventive maintenance services. Any repairs necessary shall be coordinated with the PPO Supervisor assigned, or its designee. Please note the Awardee will only be dispatched or requested for services by the PPO Supervisor assigned, or its designee.
3. The Awardee shall perform the hands on safety inspection/preventive maintenance on all district stage rigging equipment, smoke hatches, and systems as requested. The Awardee shall have a ETCP certified stage rigger on the worksite at all times, who is thoroughly knowledgeable of all plans, specifications and other industry standards, and who is capable to act on the awardee's behalf. All inspections will be scheduled in coordination with the PPO Supervisor assigned and the school staff. The Awardee will be expected to perform inspections per the agreed upon schedule. Failure to do so may be cause for the District to utilize alternate vendor(s). The District reserves the right to have a representative present during any or all inspections.

The Awardee will submit a written report after each inspection per site including, but not limited to:

- Cover page with the site, contractor name, contract information, and date of inspection.
- Table of Contents.
- Inspection Summary to include: Description of system and details of the condition of the equipment and general observations of the Contractor.
- Color photographs of system/equipment in need of repair.
- Inspection Report with detailed description of the condition of the equipment, fire curtain, other

hardware/items of the system, color photos, and recommended actions to bring the system into code compliance.

- Recommendations or proposal/estimate for any repairs that may be necessary or recommended.
- Awardee's recommendation or plan for preventive maintenance.
- Awardee may also include any other information in report it deems necessary and of general interest to the District.
- Certificate of Safety (if applicable) - to deem the system is safe and operational.
- Certificate stating Stage Draperies (if applicable) have been treated with a flame and fire retardant.
- The Awardee will provide a total of two (2) hard copies and one (1) CD of the Inspection Report to the PPO Supervisor.

Inspections/Preventive Maintenance will include, but not be limited to the following:

- Provide "before and after" color photographs of recommended repairs.
- Check all ropes for abrasion, kinking, rotting and overstress. Adjust all rope lock mechanisms.
- Visually inspect and verify that all head blocks and loft blocks are large enough to accommodate working loads.
- Check operation of all runs to ensure proper counter balance weights.
- Inspect and verify that all beam attachment hardware is tight and that the blocks are properly secured to the beam.
- Check the mounting, bearings and sheaves, and alignment of head and blocks. Check tension blocks to be sure they lock up and float as necessary.
- Check the pin rail for stability.
- Inspect and tighten all mounting bolts and attachment hardware.
- Adjust all turn buckles for proper tension.
- Inspect all welds for stress cracks.
- Check guide shoes for correct operation.
- On dead hung hardware inspect and verify that the beam clamps or suspension chains are properly secured to the beam. Verify that the suspension chains are in good condition; rated for the load they are attached to and properly terminated.
- Inspect and verify that all wire ropes at the ceiling level are operating inside of the wire rope grooves of the blocks or external idlers and that there is no evidence of wire rope abrasion or wire ropes rubbing each other or other equipment not intended for contact. Tighten all cable clamps.
- Adjust tension on all operating lines/ ropes.
- Inspect for proper termination of wire rope at counterweight arbors, battens and track assemblies. Inspect condition, style and working load limits of wire rope and termination hardware.
- Verify that cables do not rub or cross over each other between blocks or sag bars.
- Ensure all cables and ropes are sitting in pulleys correctly and are routed properly.
- Check all support chains for proper attachments.
- Check all wire rope cables for fraying.
- Inspect and verify that all screw pin shackles and turnbuckles used in the terminations of wire rope and chains are secured from opening.
- Check lift line cables and terminations for signs of wear. Tape lift line and wire rope terminations.
- Check the condition of tension pulleys.
- Check the counterweight arbors and weights for signs of wear.
- Check the condition of all battens.
- Check the condition of all curtain tracking, ropes, pulleys, and all curtains hung or stored. Check and align all curtain track joints.
- Stage Draperies - inspection to include confirmation of the fire retardant label. Label must be dated

and checked on all draperies/curtains for compliance with flammability tests for all stage curtains in accordance with NFPA 701. If label is missing, a swatch must be sent in to an approved testing lab for testing and certification. The label should be located on the curtain, at the off stage bottom edge on the up stage side.

- Check the installation of the fire curtain, condition of release mechanisms, and test for operation.
- Check on all rigging above any false ceilings and return all ceiling tiles to the proper location. Check all associated hardware for condition, suitability of use, and any adjustment needs.
- Check safety cable placement for front of auditorium (audience side of stage).
- Motorized Items - Check drum rotation and travel direction of lines. Verify that cables are correctly wound on drums and blocks. Verify and adjust settings of limit switches. Check load brake operation if so equipped. Check gearbox oil level and top of if needed. Check all controls for correct operation.
- Orchestra Pit (where applicable): To be inspected to industry standards and applicable code(s). Check covers to be sure they are in place, secure, and structurally sound.
- Check for any missing Back Cages required on Fixed Vertical Ladders. Check for proper installation or missing Lockout Ladder Guards.
- Tracks and Battens - Inspect and verify that all trim chains are installed and spaced properly. Inspect and verify that all tracks, carriers and pulleys are in good working condition and lubricate if necessary. Inspect that all pipe battens are properly connected with internally sleeved pipe splices and have a minimum of 4" safety caps at batten ends. Inspect for damage and excess deflection. Inspect any additional hardware for proper installation and working condition.
- Counterweight Carriage and Locking Rail - Inspect and verify that the locking rail is properly secured to the stage floor (floor plates on the locking rail should be flush with the stage floor). Inspect all structural parts and attached hardware of the locking rail or combination floor block/rope locks and counterweight arbor for any damage or hardware that is not properly functioning and in need of replacement. Inspect and verify that all hand line brakes are in proper working condition and will hold the purchase line (hand line) in the locked position without the assistance of the brake handle safety ring when counterweight carriage is out of balance (up to 50 lbs. of weight). Inspect and verify that the bottom and top plate of each carriage is secure (nuts that hold the plates should be threaded at a minimum of one full nut). Inspect and verify that each arbor contains one (1) locking collar at the top of the weight stack and spreader plates for every two feet of arbor height. (Spreader plates may be optional on some arbors.) Locking collars are to be able to be secured without the use of tools. Inspect and verify that wire rope terminations at the top of each arbor are clamped with the correct size and amount of dropped forged wire rope clips or swage fittings and properly installed. Inspect hand lines for fraying or fiber breakage and that they are properly secured to the counterweight carriage (on double purchase systems lines are secured to the lock rail and overhead beam). Check natural fiber hand lines for discoloration, chalking, excessive wear or mildew. Inspect and verify that arbor guide cables are tight and no sign of fraying is evident. Cable should be tight enough so that the arbor will operate straight and free of contact with arbors on either side. Inspect Guide Rails and Shoes for excessive wear or damage and properly secured to Lock Rail and supporting structures. Verify that arbor guide cables are terminated with counterweight carriage stop collars unless the locking rail is equipped with a carriage stop bar. Check each counterweight line-set. Each carriage should be weighted so that it will remain in place without the assistance of the hand line brake or anyone holding onto the hand line.
- Smoke Vent/Hatch Inspection and Testing - inspections shall be performed in accordance with NFPA-80 and any other applicable State Code, Local law or ordinance. The Contractor shall perform a visual and operational inspection of the Smoke Vent/Hatch for determination of factors that may affect a Smoke Vent/ Hatches' intended operation and performance including: Door Seals intact, Area is clear to allow air passage, Outside of perimeter of Hatch opening at ceiling level is a minimum of eight inches (8") from any sprinkler head, Gravity Drop-out type smoke vents are secured to vent frame with tether long enough clear opening, Area around Hatch at roof is cleared of any obstructions that may impede doors from properly opening, Hinges and Shock absorbers are clean with no problematic paint/rust/hydraulic fluid

leaks, Guides/bearings/hinges are lubricated, Cables and/or chains are properly tensioned and not stretched, pinched or kinked, No foreign restraints or cables are installed, All hardware mounting and assembly bolts are secure and not missing, Fusible links are not painted, broken or coated with dust or grease, Door Panels are clean and no rust visible, Manually operate release mechanisms to demonstrate proper function (not performed on Drop out Vents/Hatches'), Doors operate to fully operational position and lock in place, Doors attain full open position within ten (10) seconds of operation, (McCabe Resettable Links shall be reset after Smoke Vent/Hatch rigging hardware is reattached). Return door(s) to closed and secured position.

- Housekeeping: Check for combustible materials, debris and clutter.
- Provide a means of a dated identification on the various pieces of apparatus that have been repaired, which will designate your firm made the repairs.

4. **AWARDEE SHALL CONTACT THE PPO SUPERVISOR IMMEDIATELY OF ANY CONDITION DISCOVERED THAT POSES AN IMMINENT DANGER AND REQUIRES EMERGENCY REPAIRS.** Emergency repairs are defined as "those items necessary to continue the instructional process and/or maintain a safe operational environment, the loss of which would create a situation that would adversely and unduly affect the safety, health or comfort of building, occupants or otherwise cause loss to the School District". Emergency repairs will be performed as soon as possible.
5. If an inspection report states that repairs or recommendations are not necessary, the system will be considered safe and operational. Awardee shall indicate in writing in such report that system is in fact certified safe and operational.
6. Any violations noted in inspection reports shall list the appropriate code articles.
7. Awardee shall work with District staff to explain findings listed on any inspection report, answer questions and train District personnel, if necessary, on the proper use of the systems.
8. **TRAINING SESSIONS:** Awarded vendor shall provide competency based training and equipment demonstration (at no charge to the District) for each school at the time of inspection, that will enable the system users to properly operate the equipment and completely familiarize staff on utilizing all controls, adjustments, minor trouble shooting, etc. For the purpose of this contract, competency training and its requirements are defined as: training which ensures that the system users are completely able to adeptly use the full functionality of the equipment. The District reserves the right to videotape any and all training sessions. Contact the PPO Supervisor assigned to arrange the training sessions.
9. All reports shall be submitted within fifteen (15) business days of the inspection. Failure to submit reports within time frame may result in the withholding of payment.
10. Upon completion of inspection and/or repairs, the awardee must provide the "Certificate of Inspection". The certificate is to be mounted behind Lexan, at eye level, stage right. (See Section 9, Attachment 1)
11. Certificate of Safety/Certificate Stage Draperies shall be submitted (e-mailed preferred) within fifteen (15) days of inspection/service. Failure to submit within this time frame may result in the withholding of payment(s).

C. INSPECTION REPORT FORMAT

Note: The vendor will provide a total of two hard copies and one CD of the Inspection Report to the PPO Supervisor assigned.

Section 1 – Cover Page

As a minimum, shall include the following –

- Vendor Name.
- Name of School and School Location Number.
- Date of Inspection.

Section 2 – Table of Contents

Section 3 – Inspection Report Summary

Shall include the following:

- Item Inspected
- Recommended action(s) to bring Items(s) into code.
- Hazard Classifications. Refer to Section “D” below.
- Report Observations. Refer to Section “D” below.

Section 4 – Inspection Report

Shall include the following:

- The details of the condition of the equipment, fire curtain and orchestra pit (where applicable).
- Color photographs clearly identifying the non-compliance with notations.
- Recommended actions to bring the system to code.

Section 5 – Glossary

Section 6 – Vendor Documentation

- Vendor may add any pertinent documentation.

Section 7 – Proposal of Repairs (if required)

INSPECTION REPORT CODES

HAZARD CLASSIFICATIONS			
CODE NO.	CONDITION	DESCRIPTION	ACTION
1.	Unacceptable:	Likely Injury Or Major Damage	Must Mitigate
2.	Undesirable:	Some Injury Or Equipment Damage	Should Mitigate
3.	Questionable:	Code Issues Or Disciplines Beyond Knowledge of Inspection	Review Required
4.	Acceptable:	Minor Maintenance Or Adjustments	Schedule Maintenance As Soon As Possible

INSPECTION REPORT OBSERVATIONS		
AREA NO.	AREA	DESCRIPTION
A.	Suspension Hardware Selection	Marginal Or Inadequate Strength Of Components
		Safety Factors Below Acceptable Standards
		Hardware Not Rated Or Of Known Traceable Manufacture

B.	Stage, Rigging, Suspension Hardware, and Smoke Hatch - Condition	Damaged Or Broken Components
		Corrosion, Abrasion Affecting Integrity Of Materials
		Improper Installation
		Improper Weld Preparation, Welding And/or Cleaning
		Loose, Missing Or Over Torqued Fasteners
C.	Redundant Support	Single Element Failure Scenario Present
		No Secondary Support Or Safeties Employed
D.	Electrical	Exposed Wiring, Open Boxes, Missing Knock-Outs
		Damaged Wire Insulation Or Jackets
E.	Access – Galleries, Bridges, Ladders, and Ladder Cages	Warning Signs
		Access Lighting
		Fall Protection
		Railings, Ladders And Gates
		Protective Barriers
F.	Housekeeping	Debris, Clutter, Organization
		Combustible Materials
G.	Maintenance	Worn Components From Normal Use
		Minor Alignment And Adjustments Other Than "Improper Installation"
		Lubrication

F. ESTIMATES

Estimates on projects may be utilized to determine if projects are cost effective and fiscally allowable by the District. Awardee may expect to submit estimates that may be changed, altered or rejected. When an estimate has been approved, a purchase order will be issued, and a Notice to Proceed authorization will be given by the PPO Department. **No work shall commence without a purchase order and District authorization.**

G. ADDITIONAL WORK AUTHORIZATION

In the event that additional work is required outside of an approved repair, service or project, the Awardee shall not proceed without the written approval of the PPO Department; this includes any emergencies that may arise. The Awardee shall be forewarned that only the PPO Department may order or approve work to be performed.

D. REPAIR SERVICES

1. Awardee may be asked to perform repair services to the District's stage rigging systems and equipment. Repair services will be per labor and materials rates quoted under this ITB. Repairs will be coordinated with the PPO Department. Awardee will not perform repairs without PPO authorization and a valid purchase order. Please note Awardee shall have a lift as part of their standard tools/equipment in their labor rates pricing and therefore no reimbursement for rental of a lift will be approved. Awardee will provide before and after color photos of any repairs.
2. Upon completion of repairs, Awardee will provide a "Certificate of Compliance" indicating all work was completed and the system is safe and operational. Certificate will be submitted to the PPO Department and the school site.

E. ADDITIONAL SITES / SYSTEMS

The District reserves the right to add or delete sites or systems, at any time, for the duration of the contract. Awarded vendor may be asked to adjust pricing accordingly for any addition or deletion of sites and/or the addition/deletion of new rigging systems.

- a. The Awardee shall furnish, at their expense, labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary to fully complete the cleaning and flame retardant treatment of stage curtains. Cleaning and flame retardant treatment of stage curtains is to be performed and supervised by personnel employed by awarded vendor.
- b. Before the cleaning of curtains the Awardee shall protect the stage floor and make minor curtain repairs. Any repairs that will require additional charges shall have prior written approval from the PPO Supervisor assigned before repairs are made.
- c. Curtains shall be tested for color fastness prior to any stain removal process that may be necessary.
- d. Curtains are to be cleaned and treated in place using methods that do not require the removal or re-hanging of treated curtains.
- e. All curtains are to be cleaned on both sides, surface dust to be removed with industrial extractor and afterwards be treated with drapery cleaner and re-extracted. Cleaning chemicals that are used shall be non-toxic and not cause any shrinking, color fading or damage the appearance of the fabric.
- f. All drapery track hardware shall be cleaned and inspected for minor damage. Missing grommet "S" hooks must be replaced.
- g. Flame retardant should be applied according to manufacturer's label instructions. Application of all products to the stage curtains must be applied uniformly, with no overspray on any and all stage structures or fixtures/floors/carpets/seating, etc. Flame retardant shall be non-toxic and non-allergenic. The District reserves the right to request written documentation of independent 3rd party laboratory toxicity Test Reports. Flame retardant must meet or exceed NFPA and ASTM standards for class A fire retardant. Flame retardant shall be odorless and colorless. Treatment shall not damage the appearance of treated material.
- h. Recertification of the fire retardant treated curtain must be guaranteed for a minimum of five years.
- i. Finished product must be able to pass independent laboratory test for fire retardant drapery material in accordance with applicable NFPA 701 requirements. A sample treated in presence of District personnel

shall be sent to lab of the Districts' choosing to verify same. Sample shall remain in custody of District and sample tests paid for and delivered to the District.

- j. All drapery track hardware shall be cleaned and lubricated(if required). Missing grommet hooks must be replaced.
- k. Material stains are to be pre-spotted.
- l. A tag indicating chemical used, treatment date, company name, and certification number must be sewn on the lower off stage end, on the back side of each curtain treated. In addition, a copy of a copy of the Certificate of Fire Resistance must be affixed behind Lexan to wall in close proximity to the Stage Rigging Inspection Report.
- m. The contractor's product must have UL classification for fire retardant coating. Written certification that stage curtains have been treated and rendered flame retardant for a period of no less than five (5) years and are able to pass NFPA 701, Test Method 1, Class A Fire Rating. An independent lab test is required to be submitted to the PPO Supervisor assigned upon completion of work.

SECTION 6, BID SPECIFICATIONS 2

STAGE CURTAIN CLEANING/FIREPROOFING

A. CONTRACTOR MINIMUM QUALIFICATIONS

NOTE: IN ORDER TO BE CONSIDERED, BIDDER(S) MUST SUBMIT DOCUMENTATION OF THE FOLLOWING WITH THE BID. FAILURE TO PROVIDE WILL RESULT IN DISQUALIFICATION OF BID.

The bidder shall have maintained continual work experience in cleaning and flame retardant treatment of stage curtains made of various materials for a period of five (5) years prior to the bid date - with experience at schools, universities, or performing arts centers. **Bidder must submit written documentation with the bid, substantiating experience requirement.** Any of the following documentation will be acceptable:

- a. Copies of state or county licenses showing date business was opened.
- b. Copy of incorporation papers showing date of opening.
- c. A notarized statement affirming the opening date of the business.
- d. A notarized statement affirming previous years of experience of the principals of the firm.

B. PRODUCT TESTING

After the assessment of bid responses, the responsive, responsible vendor with the lowest bid may be asked to treat a School Board of Broward County active stage curtain in the presence of a Building Department Inspector. After the curtain has dried, a swatch will be sent to an independent lab for testing in accordance with NFPA 701, Test Method 1, Class A Fire Rating.

C. AWARDED VENDOR(S) RESPONSIBILITIES

- a. Be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the site.
- b. Safeguard of all equipment, tools, material, etc., at the work site.
- c. Correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District.
- d. Have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the vendor(s) behalf.
- e. Conduct themselves in a professional, respectful and courteous manner at all times. Use of inappropriate language or smoking on school property is strictly prohibited.
- f. Be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

SECTION 7, FORMS AND ATTACHMENTS

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

ATTACHMENT 1

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

03/28/13

**ATTACHMENT 2
DRUG FREE WORKPLACE**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

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

Sworn to and subscribed before me this _____ day of _____, 20____. _____ (Signature)
 Personally known _____ or
 Produced Identification _____ Notary Public – State of _____
 _____ My commission expires: _____
 (Type of Identification)

Form #4530
3/93

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

ATTACHMENT 3

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

Insurance Requirements. The 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 the insured acquires any vehicles throughout the term of this agreement, the 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 the 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 collectible 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 canceled.

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

ATTACHMENT 4

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

[Click here for a fillable version of the 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		
Bank/Financial Institution Name:	Branch / State:	Routing Number:
Account Number: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	Remittance Confirmation:	Federal Identification #: <input type="checkbox"/> Tax ID <input type="checkbox"/> SS #
FAX & EMAIL ADDRESS		
Fax Number:	Email Address:	Phone Number:

SIGNATURES		
Authorized Signature (Primary):	Business Title:	Date Signed:
Authorized Signature (Joint):	Business Title:	Date Signed:

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

This completed form must be submitted via email to Purchasinghelpdesk@browardschools.com.

FOR PROCUREMENT SERVICES USE ONLY		
Vendor Account #:	Date Entered:	Initials:

ATTACHMENT 6

MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: _____
(Bidder's Name)

TO:

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

ATTN: AL SHELTON

**BID: Bid Title: Stage Rigging and Smoke Hatch
Inspection/Repair and Stage Curtain
Cleaning/ Fire Retardant Treatment**

SECTION 8, STATEMENT OF "NO BID"

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

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

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

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____



Supplier Diversity Outreach Program

API ITB M/WBE Annual Aspirational Goals

EXHIBIT A - SUPPLIER DIVERSITY OUTREACH 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.**

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 part of its response, the Bidder shall provide SBBC with 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 Bidder 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 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 M/WBE Annual Aspirational Goals:

The M/WBE Annual Aspirational Goals is a non-mandatory annual percentage goal for overall M/WBE prime and subcontract participation in School Board contracts. It is established each year by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the District's 2015 MTA Disparity Study findings, along with relative M/WBE availability data to be collected by the School Board through its Centralized Bidder Registration (CBR) system, and the utilization of M/WBEs.

The Proposer must identify itself as an SBBC-Certified M/WBE firm, by completing the *Form 00475* and *Form 00470* (see **Attachment A**). 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.

Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this ITB.

Provide proof, in writing, that the M/WBE proposer is certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. **If you are not a SBBC Certified M/WBE Proposer state N/A on the form and return it with your Proposal.**

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.

EXHIBIT A – S/M/WBE FORMS

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

1. 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

Document Preview:

Document Number 00475
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE: _____

SOLICITATION INFORMATION						
Contract #:		Project Start Date:				
Project Name:						
Project Location:						
Bidder/Proposer:						
Address:						
Contact Person:	Email Address:				Phone #:	
ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/ Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$

2. 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

Document Preview:

Document Number 00470
Attachment _____

Procurement & Warehousing Services
Supplier Diversity Outreach Program
Broward County Public Schools

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

SOLICITATION #: _____

CONTRACT #: _____

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


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

3. FORM: 00485 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

Document Preview:

 Procurement & Warehousing Services Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment _____						
S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT								
SECTION I - GENERAL INFORMATION								
Project Name:		Contract Number and Work Order Number (if applicable):						
Report #:	Reporting Period: _____ to _____	S/M/WBE Contract Goal:	Contract Completion Date:					
Prime Contractor Name:		Project Manager (PM) Name:						
Prime Contractor Street Address:								
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:					
SECTION II - UTILIZATION INFORMATION								
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					\$	\$		\$

- **SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL:**
https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- **SDOP website with list of Certified S/M/WBE Vendors:** <https://www.browardschools.com/Page/32119>

THIS FORM MUST BE SUBMITTED WITH YOUR BID

EXHIBIT B

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

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

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

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

Organization Name	ITB Number
-------------------	------------

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

Signature(s)	Date
--------------	------

EXHIBIT B

INSTRUCTIONS FOR CERTIFICATION

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



**EXHIBIT C
REFERENCES**

**The School Board of Broward County, Florida
REFERENCES**

Vendor Name: _____

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

Reference 1 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 2 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 3 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

Reference 4 –

Name of Firm: _____ Contact Person: _____
Phone #: _____ Email: _____
Date of Service: _____ Cost of Service: _____
Address: _____

Scope of Work:

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

**ATTACHMENT 1
SAMPLE FORM - CERTIFICATE OF INSPECTION**

CERTIFICATE OF INSPECTION

This is to certify that the performance space rigging has been inspected and found to be safe to operate.

Inspection report is available in the office.

School Name (Please Print)

Location (Please Print)

Inspection Company Name (Please Print)

Name of Inspector (Please Print)

Date

Signature of Inspector

The School District of Broward County, Florida

The School Board of Broward County, Florida

STAGE RIGGING AND SMOKE HATCH INSPECTION/REPAIR AND STAGE CURTAIN CLEANING/FIRE RETARDANT TREATMENT

ATTACHMENT 2
SAMPLE FORM - STAGE RIGGING/SMOKE HATCH REPAIR TICKET

DATE:

TECHNICIAN:

FACILITY NAME:

FACILITY ADDRESS:

MAKE:

MODEL:

SERIAL NUMBER:

TIME ARRIVED:

TIME LEFT:

DESCRIPTION OF WORK DONE:

FACILITY REPRESENTATIVE AND TITLE: