



PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

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5/28/2020

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Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: FY21-108 - Paints, Caulks, Sealers, Related Coatings, and Accessories**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Paints, Caulks, Sealers, Related Coatings, and Accessories**. 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:

6/18/2020

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

ITB NO.:
FY21-108

RELEASE DATE:
5/28/2020

PURCHASING AGENT:
Al Shelton
754-321-0520

BID TITLE:
PAINTS, CAULKS, SEALERS, RELATED COATINGS AND ACCESSORIES

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 ____

Manufacturers Authorization
Special Condition 14

Conflict of Interest Form
Section 7, Attachment 1

Certificate of Debarment
General Condition 45

Bidding Preference Form
Special Condition 8

Bid Summary Sheet

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

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed, and returned with the bid. The Bid Summary Sheet pages on which the Bidder 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 6/29/2020 @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/secle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from 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 Paints, Caulks, Sealers, Related Coatings, and Accessories as specified herein. The scope of requirements includes, but is not limited to, Paints, Caulks, Sealers, Related Coatings, and Accessories. Prices quoted shall include inside delivery to various schools, departments and centers within Broward County, Florida. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship to address of the various schools, departments and centers.

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:** For Bid Items 1-130, Bid shall be awarded by ITEM to the lowest responsive and responsible Bidder(s) meeting all specifications, terms and conditions. Unit prices must be stated in the space provided on the Bid Summary Sheet. For items 21 and 23, Bidders cannot offer comparable items. However, for items 1 through 20, and 22, Bidders can offer comparable items. Bidders may offer comparable items by filling out the Bid Summary Sheet, under the Tab for Replacement items. Please make sure to fill out every column and add the Item # and SAP Code from tab "Items 1 – 23" for SBBC's reference

For Bid Item 131-186, Bid shall be awarded by ITEM to the Bidder(s) meeting all specifications, terms and conditions offering the GREATEST SINGLE-FIXED PERCENTAGE DISCOUNT from manufacturer's suggested retail price list (MSRP). Offering a percentage mark-up instead of discount shall result in disqualification of bid item. Multiple discounts offered will result in disqualification of bid item. SBBC reserve the right to release new bids for any item(s) that are included in catalogs/prices lists submitted, is a package order, has special requirements or is in the best interest of SBBC.

SBBC reserves the right to release new bids for any items that are included in catalogs submitted. This bid does not preclude individual schools and/or departments from making purchases from other vendors, per total purchase order, in an amount up to \$5,000, pursuant to Policy 3320.

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

- 4. 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 10 - 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. **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.
8. **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT SECTION 7, ATTACHMENT 4 TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Bidders whose principal place of business is within the State of Florida for the purchase of personal property. The local preference is five (5) percent. Bidders whose principal place of business is outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form, Section 7, Attachment 4, and must submit this form with submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders are not required to have an Attorney render an opinion but the Florida Bidder must complete its portion of this form. Failure to submit and execute this form, with bid, shall result in bid being considered "non-responsive" and bid rejected.
9. **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
10. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first year of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the 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 5% per adjustment.
11. **MINIMUM ORDER:** The actual quantity ordered may be as low as one each or unit which Awardees shall be expected to fill. Orders are to be filled as received and are not to be batched together. Therefore, the minimum order quantity shall be one unit which shall be shipped at the bid price and shall include all shipping charges for inside delivery to one location.
12. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. Awardee shall be responsible for pick-up of defective/rejected materials. After 30 days notification to the Awardee, if the materials are not removed, they become the property of SBBC. Awardee shall be responsible for any disposition charges.
13. **MANUFACTURER'S CERTIFICATION:** Bidder must have manufacturer certify that Bidder is an authorized dealer to sell and warranty that manufacturer's product. The manufacturer must execute the applicable part of the document and Bidder must also execute applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Bidder.

14. **PALLETS:** All material normally delivered on pallets must be on heavy-duty pallets. Maximum pallet dimensions are 42" wide by 48" deep. Material is to be stacked no higher than 48" including pallet. All materials delivered on pallets must be shrink-wrapped as customary. There will be no pallet exchange.
15. **WARRANTY:** Warranty must be provided on all bid items. Warranty must begin after delivery and acceptance by the user of the product. Warranty must last thirty (30) days and must include free replacement. Warranty must not have limitations.
16. **MATERIAL LOGISTICS CENTER (WAREHOUSE) RECEIVING HOURS:** Material Logistics Center (Warehouse) is open to receiving from 7:00 a.m. to 2:00 p.m. ET, Monday through Friday except holidays. No delivery can be accepted after 2:00 p.m.
17. **REQUEST FOR QUOTE: SBBC** will routinely request quotes, from Awardee. Not all quotes may result in a new order due to budget shortfalls or is the lowest cost. These quotes shall follow the terms, conditions and specifications of this ITB. All quotes submitted by Awardee must state, as a minimum, the quantity requested, the part number, the description of the item(s), the list price, the discount percentage, as well as the price to SBBC as well as the brand (manufacturer) and stock number of the item(s) quoted to SBBC.
18. **DELIVERY/FREIGHT:** All Awardees shall provide inside delivery, F.O.B. Destination to any location within Broward County, Florida within 15 business days. "F.O.B. Destination" is defined as the Awardee retains title and control of goods and selects the carrier and is responsible for the risk of transportation; title passes to SBBC upon delivery and ownership by SBBC. All delivery, handling or other costs necessary to complete an order should be included in the single fixed percentage quoted. Awardees will be expected to deliver and unload their orders. Tailgate deliveries or deliveries via freight charge collect are NOT acceptable.

If material cannot be delivered within 15 business days, the school, department or center shall be notified and reserves the right to cancel orders and purchase from the open market. Awardees must be aware of the consequences of non-delivery if the need arises requiring an open market purchase due to Awardee's failure under this contract. Please see General Conditions 22 and 55.

SBBC may, at their option, pick-up items from Awardee's place of business. Catalog items which are picked up shall be priced in accordance with the percentage quoted in this bid or at a lower price in accordance with response to the Additional Information Sheet.

SBBC purchase order number and ship-to information shall appear on all shipments, bills of lading, packing lists and invoices. All shipments will be made in no more than two increments. The first shipment shall be made and invoiced upon receipt of the purchase order. The second and final shipment, if necessary, shall be made at most 15 business days subsequent to the date of purchase order. All bid items not furnished on the first invoice will be listed on the second invoice and will be noted as canceled if not furnished. It will be the responsibility of Awardees to attach all packing slips to the OUTSIDE of each shipment per General Condition 38 and be shipped in the original manufacturer's packaging including labeling denoting contents, where necessary. Material backordered should be clearly indicated on the packing slip).

19. **QUALITY CONTROL:** SBBC reserves the right to reject and return any part of a shipment that may not meet quality standards as specified in this Bid. **An Awardee's products that fail to meet specifications and incur excessive costs to SBBC will be subject to reimbursement penalties for the cost of replacement product and all labor charges accumulated on PPO workorders.**
20. **LOCAL FACILITY:** In order to be considered for award, Bidder must have a local paint facility that are stocked for delivery or pick-up. For the purpose of this bid, "LOCAL" means location in Broward, Miami-Dade or Palm Beach County.
21. **SAFETY DATA SHEETS (SDS):** Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement and Warehousing Services, a Material Safety Data Sheet (SDS) as detailed below with the bid or upon request. **Failure of the Bidder to provide SDS, as requested, shall result in disqualification of Bidder for that bid item.** SBBC reserves the right to reject the use of any product from this bid with due cause. All SDS submitted must be either an original, as received from the manufacturer, or a legible copy made from same. Awardee shall be responsible, during the term of the contract, to provide the SBBC Procurement and Warehousing Services or Risk Management Department with revised SDS on a timely basis, as appropriate.

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

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

22. **COLOR PAINT SAMPLES:** Samples of the exact colors to be supplied by Awardees are available from the Supervisor, District Painting, SBBC PPO Zone 3 Office, 1295 North 21 Avenue, Hollywood, FL 33020, (754) 321-2902. It is the responsibility of the Awardees to have the most current color paint samples and supply the colors required.
23. **SINGLE FIXED PERCENTAGE DISCOUNT OFFERED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount (**Must be a whole number. For example, 12% is acceptable, 11.075% is not acceptable**) for the indicated manufacturer's discount That will be used for the term of the contract. Single fixed percentage offered shall remain firm throughout the term of the contract. Supplies and equipment for the purpose of this bid shall be defined as:
 - a. SUPPLIES: Any catalog item whose net price is under \$1,000.00.
 - b. EQUIPMENT: Any catalog item whose net price is \$1,000.00 or more.Bidders shall offer their single fixed percentage discount as described on the Bid Summary Sheet, to be calculated from the most current manufacturer's list price. Net pricing is acceptable. Awardees may offer SBBC additional educational discounts at any time and invoice SBBC at a greater discount than their bid discount.
24. **W-9 FORMS:** All Bidders are required to complete a W-9 form; it can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> , and submit with their bid.
25. **ITB TIMELINE:**
 - a. Release of ITB: 5/28/2020
 - b. Written Questions due on or before 5:00 p.m. ET in Procurement & Warehouse Service Department: 6/5/2020
 - c. The bid is due on or before 2:00 p.m. ET in Procurement & Warehousing Service Department: 6/18/2020
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704
 - d. Posting of Recommendation : 6/29/2020

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. Traditionally, the intent of these specifications was to purchase nearly all to paint factory-direct in order to obtain the desired uniformity of color found in the manufacturers' use of powdered tint. This process has significantly changed with SBBC staff reductions over the past five years. SBBC may place greater emphasis on purchases from the manufacturers' local distributors where paint has been custom-mixed at the store location. Previous SBBC plans to purchase larger lots of specific serially-numbered paint lots for periodic shipment over a 90-day period have been reduced. Nonetheless, on the occasions when SBBC orders factory-manufactured uniform serial numbered paint lots, these lots manufactured and shipped may vary in quantity the greater or lesser of 10% of the original order quantity placed by SBBC personnel.
2. When factory-direct paint lots are purchased, labeling and serial numbering of 1-gallon cans and 5-gallon pails purchased must indicate the following information:
 - a) "Property of SBBC PPO Dept."
 - b) Manufacturer Product Name and Product Number, plant location and address
 - c) Type of paint, color, and manufacturer's identifying number or batch number
 - d) Net volume of paint within the container
 - f) Date of manufacture
 - g) Formula analysis include the percentage of volume solids
 - h) General surface preparation including directions for the best results for all applicable types of surfaces for the product such as new metals, new wood, plaster, wallboard, masonry and block and previously painted surfaces, and so on.
 - i) Approximate rate of coverage per gallon.
 - j) Drying time to touch and dry hard for recoat
 - k) Clean-up solvents for painting equipment
 - l) Precautionary instructions in regard to handling, application such as VOCs, fumes, and maximum temperature for applications and storage in NON-CLIMATE CONTROLLED SOUTH FLORIDA conditions
 - m) Serial numbering must be stamped or labeled on the can lid or the SBBC custom label.
3. Paints and related coatings must be supplied in either metal or plastic containers with a lid that can be removed with a paint lid key. Cans or pails must be durable enough to withstand conditioning either individually or by the case of 1-gallon cans and the handles must be securely attached to avoid collapsing into the container or leaking when coatings are conditioned.
4. Paints and coatings shipped in bulk quantities must be appropriately secured and shrink-wrapped as per Special Condition 17. Coatings of any type found to be leaking from obvious exterior damage or interior damage upon disassembly or moving a pallet of coatings is grounds for rejection of the pallet at the discretion of the Materials Logistics Stockroom Supervisor assigned. Prompt removal and replacement of the defective shipment within 72 hours is required on any damaged shipments.
5. When lambskin roller covers are supplied by an Awardee, they shall must be manufactured of 9" prime shearing, 100% pure, natural lambskin, or merino sheepskin, processed for use in latex- and alkyd-based paints, mounted on a high-compression double-thick true dipped and a baked phenolic core. The center of the core shall remain unbonded to the pelt to facilitate the natural expansion and contraction of the leather. **Lamb's wool, synthetic fiber or industrial grade lambskin fibers will not be accepted.** SBBC expects the highest quality products capable of high production for extended usage. Bidders must be agree to exchange any roller sleeve, which shows unacceptable seaming and/or premature seam separation.

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
See Special Condition 8
LEGAL OPINION OF BIDDER PREFERENCE
MUST BE COMPLETED BY ALL BIDDERS.

Bidder (Firm) Name: _____
Identify the state in which the Bidder has its principal place of business: _____
Bidder's Signature: _____

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

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

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

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

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

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

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

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

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

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

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

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

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

Telephone number out-of-state Bidder's attorney: _____

E-Mail address out-of-state Bidder's attorney: _____

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

ATTACHMENT 5

W-9 Form

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

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

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



ATTACHMENT 6
[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 7

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: FY21-108
Paints, Caulks, Sealers, Related Coatings, and Accessories

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: _____



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. 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.**

SDOP encourages all small and minority business owners to become a certified S/M/WBE with the SBBC. Please visit our website www.browardschools.com/sdop for information on how to apply for S/M/WBE certification, and to view our upcoming outreach events and educational workshops. You can also contact us at (754) 321- 0505 with questions or concerns.

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/bid solicitations submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

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

AFFIRMATIVE PROCUREMENT INITIATIVE (API): The following API applies to this solicitation: **Voluntary M/WBE Distributorship Development Program**

SBBC encourages manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis. Under this program the manufacturer is encouraged to sell its products through its authorized M/WBE distributorship and demonstrate that its distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

Please go to the following link to view the current list of SBBC-Certified firms: <https://www.browardschools.com/Page/32119>

If a Bidder is an SBBC-Certified M/WBE firm, and is self-performing, must identify itself by completing *Form 00470* (see **Attachment A**) with the bid submission. Additionally, it will detail the scope of work and dollar amount to perform.

If a Bidder is subcontracting to SBBC-Certified M/WBE firms, indicate the extent and nature of the M/WBE's work with specificity, as described in this solicitation, by completing the *Form 00475* and *Form 00470* (see **Attachment A**). The Statement of Intent submitted with the bid submission reflects the intent to subcontract M/WBE firms. Additionally, it will detail the scope of work and dollar amount to perform for each subcontractor.

Awardee scheduling M/WBE subcontracting participation will be required to submit a Minority or Women Business Enterprise (M/WBE) Monthly Subcontractor Utilization Report (Utilization Report) (see **Attachment A**) to the Supplier Diversity Outreach Program Office which will track payments to M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the M/WBE received payment or not, until all committed remuneration has been received by the M/WBE.

SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

1. FORM 00470 – STATEMENT OF INTENT TO PERFORM

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:



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

Document Number 00470
 Attachment _____

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

SOLICITATION #: _____

CONTRACT #: _____

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

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

2. FORM 00475 - PARTICIPATION FORM SCHEDULE

Document link: https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf


Document Preview:

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE						
						Document Number 00475 Attachment _____
						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					%	\$

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					\$	\$		\$

For information on M/WBE Certified Vendors, please contact the Supplier Diversity Outreach Program Office (754) 321-0550, or online at: <https://www.browardschools.com/Page/32544>

- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <https://www.browardschools.com/Page/37754>
- SDOP website with list of Certified 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
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Name(s) and Title(s) of Authorized Representative(s)

Signature(s)	Date
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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.



Company Representative

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

Summary Sheet Instructions:
1.) This form is to be filled out electronically, no handwritten summary sheets will
2.) All Fields should be filled in (if Not Applicable type "N/A")
Thank you for your cooperation!



Local Facility

Local Facility	
Bidders supplying paint products must have a local (Broward, Miami-Dade or Palm Beach Counties) facility where all items are stocked for pick up, per Special Condition 10.	
Company Name	
Phone Number	
Fax Number	
Street Address	
City	
State	
Zip Code	

Pick-up Discounted Price	
Indicate the additional percentage discount if SBBC picks up paints, caulks, sealers, related coatings and accessories at Bidder's location in accordance with Special Condition 9.	
Pick Up Discount	

Items 1 - 130							
Item #	SAP Code	Short Description	Long Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$ Bid Line Item
1	4003842	BLADE, FOR WARNER STRIPR 690	WARNER P/N 695 5/PK 10PK / CASE* PACK	42	PK		\$ -
2	4003843	BRUSH, 1" SYNTH. FILAMENT	CONSUMER GRADE *USE WOOSTER# Q-3118 GOLDEN GLO * EA	176	EA		\$ -
3	4003844	GRID, 5 GAL CONT.Z-PRO881	S/N 463-6973, GALVANIZED WIRE EA	130	EA		\$ -
4	4003845	GRID, 2 GAL CONTAINER	GALVANIZED WIRE Z-PRO 782 EA	41	EA		\$ -
5	4003846	STRAINER, 5 GAL PAINT CAN	NYLON ELASTIC BAND REEVES #1513969 EA	98	EA		\$ -
6	4003847	STRAINER, 1 GAL PAINT CAN	NYLON ELASTIC BAND MAKE: D.C. MAY MODEL #1220 EA	13	EA		\$ -
7	4003848	BRUSH, 2 CHINA FLAT SASH	100% CHINA BRISTLE, PROFESSIONAL BRUSHES MAKE: WOOSTER MODEL: CUTTER #Z1202 EA	3	EA		\$ -
8	4003850	BRUSH, 2"SYNTH. FILAMENT	WOOSTER GOLDEN GLO/Q3118 EA	224	EA		\$ -
9	4003851	BRUSH, 2" POLY/NYLON PROFF.	SYNTHETIC FILAMENT BLEND, PROFESSIONAL BRUSHES WOOSTER ULTRA/PRO MINK #4175* EA	75	EA		\$ -
10	4003852	BRUSH, 2-1/2" WIDE PROFF	MAKE WOOSTER MODEL ULTRA/PRO LINDBECK #4174 EA	196	EA		\$ -
11	4003853	BRUSH, 3" CHINA SASH	100% CHINA BRISTLE, PROFESSIONAL BRUSHES MAKE: WOOSTER MODEL: #Z1104 EA	21	EA		\$ -
12	4003854	BRUSH, 3" POLY/NYLON PROFF.	SYNTHETIC FILAMENT BLEND, PROFESSIONAL BRUSHES WOOSTER ULTRA/PRO SABLE #4157 ACRYLUX PAINT EA	195	EA		\$ -
13	4003855	BRUSH, 4" POLY/NYLON PROFF.	SYNTHETIC FILAMENT BLEND, PROFESSIONAL BRUSHES WOOSTER WOLVERINE #J4209 EA	31	EA		\$ -
14	4003856	BRUSH, 4" SYNTH ECONOMY	CONSUMER TYPE ACE-12544 WOOSTER# Q3118 EA	100	EA		\$ -
15	4003857	BRUSH, 4" BLOCK CANTON	PURDY DUO XL PACER OR *USE WOOSTER BRAVO STAINER F5116* BESTT LIEBCO #103 EA	16	EA		\$ -
16	4003861	ROLLER, 2FT4FT EXT POLE	ADJUSTABLE HEIGHT #R054 WOOSTER THE GRIP TIP W/CONV. TIP EA	13	EA		\$ -
17	4003863	ROLLER, 4FT8FT EXT POLE	FIBERGLASS MAKE: WOOSTER-SHERLOCK MODEL: R055 EA	18	EA		\$ -
18	4003864	ROLLER, CONVERSION TIP(2)	FOR GRIP TIP EXTENSION POLES EA	52	EA		\$ -
19	4003865	ROLLER, 8FT16FT EXT POLE	ADJUSTABLE HEIGHT *USE #R057 WOOSTER* EA	9	EA		\$ -
20	4003866	ROLLER, 3/8"NAP SLIM JIM	6-1/2" SYNTHETIC FIBER SLIM JIM TYPE SLIP-ON ONLY, RUBBERSET LONG REACH 9200 *MEGA/ARROWORTHY* EA	335	EA		\$ -

21	4003867	ROLLER, 1/2X6-1/2 NAP SLIM JIM	6-1/2", WOOSTER R217 MINI-KOTER HI-CAP SLIP-ON EA	936	EA		\$	-
22	4003868	ROLLER, 3/8X6-1/2" NAP WOOSTER	PART#RR302 PRO DOO-Z EA	-	EA		\$	-
23	4003869	ROLLER, 3/8" LAMBSKIN	1 1/2" CORE WITH 3/8" NAP 9PSL38 MEGA/ARROWORTHY* EA	241	EA		\$	-
24	4003870	ROLLER, 3/8" DRALON	1 1/2" CORE WITH 3/8" NAP FOR LATEX OR OIL BRAND PURDY #K590375(OR MEGA 90538) EA	11	EA		\$	-
25	4003871	ROLLER, 3/4" NAP	1-1/2 INCH CORE *MEGA/ARROWORTHY* 9PSL-75 12 PER CASE *USE 100% PURE NATURAL LAMBSKIN* EA	509	EA		\$	-
26	4003872	ROLLER, 4 1/2" 3/8"NAP	WOOSTER RR302 JUMBO KOTER EA	14	EA		\$	-
27	4003873	ROLLER, 9" COVER 1-1/2COR	1-1/2 NAP *MEGA/ARROWORTHY* 9PSL-150 *LAMBSKIN* EA	25	EA		\$	-
28	4003874	ROLLER, 1-1/4"NAP LAMBSKIN	100% PURE NATURAL LAMBSKIN, DOUBLE PHENOLIC CORE (NO LAMBSWOOL OR SYNTHETIC FIBER)*MEGA/ARROWORTHY* 9PSL-125 EA	95	EA		\$	-
29	4003875	ROLLER,4X1-1/4 PHENOLIC	TUFF PRO R-9125F-4 EA	27	EA		\$	-
30	4003876	ROLLER, 1/2" LAMBSKIN	1-1/2" CORE, 100% PURE NATURAL LAMBSKIN *MEGA/ARROWORTHY* EA	133	EA		\$	-
31	4003877	ROLLER, PAN/FRAME	ECONOMY 9" X 1/2" ROLLER FRAME 6-1/2" W/H METAL PAN 11" X 12-1/4" *USE BEST LIEBCO# 11852090 * SET	106	ST		\$	-
32	4003878	ROLLER, FRAME 4" PRO	HEAVY DUTY 4"PROFESSIONAL FRAME HI-IMPACT SOLVENT RESISTANT PLASTIC GRIP FLORIDA ROLLER F-105 EA	17	EA		\$	-
33	4003879	ROLLER, FRAME 9X1-1/2"	*USE WOOSTER R017-9* SHERLOCK HEAVY-DUTY SUPER PROFESSIONAL EA	255	EA		\$	-
34	4003880	ROLLER, FRAME SLIM JIM 24"	PAINT SUNDRY #HM005624, SLIM W/24" HANDLE SLIP ON ONLY *USE BEST LIEBCO LONG JOHN COMPLETE ITEM #509381000 * EA	86	EA		\$	-
35	4003881	ROLLER, FRAME 7" X 14"	7" ROLLER SHAFT & 14" HANDLE SLIP-ON *USE BEST-LIEBCO# 559385000 SHORT JOHN EA	18	EA		\$	-
36	4003882	ROLLER,26 1/2"LENGTH 4"W	PART#RR014JUMBO-KOTER FRAME USE WITH STOCK#90536B NAP EA	20	EA		\$	-
37	4003883	CAULK, CLEAR SMOOTH ACRYLIC	POLYSEAM SEAL 27564-70520 10 OZ TUBES EA	115	EA		\$	-
38	4003884	CAULK, VULKEM 116 SEALANT	(POLYURETHANE) WHITE (NO SUBSTITUTE) EA	59	EA		\$	-

39	4003885	CAULK, TEXTURED 9" TUBE	MASONRY SEALANT 10.1 OZ KNIFE GRADE BENJAMIN MOORE 471 WHITE *USE WHITE KOVER KRACK L400*	193	EA		\$	-
40	4003886	CAULK, TEXTURED MASONRY 1 GAL	RICHARDS P810 KNIFE GRADE PATCH. COMPOUND WHITE	14	EA		\$	-
41	4003887	CAULK, 100% CLEAR SILICONE I	NON-PAINTABLE, WEATHER-PROOF, INSULATES, 10.1 FL OZ TUBE EA	84	EA		\$	-
42	4003891	ADDITIVE, EXT/INT CONDITIONER	FLOETROL LATEX PAINT CONDITIONER BY FLOOD NO SUBSTITUTE 1 GAL CAN	66	CN		\$	-
43	4003892	ADDITIVE, SKID-TEX	BRAND BONDEX NO SUBSTITUTE 16OZ #7691513 EA	10	EA		\$	-
44	4003893	ADDITIVE, SHARK SKIN	SHARK SKIN SKID-RESISTANT ADDITIVE NO SUBSTITUTE 0.2 LB PLASTIC CONTAINER CAN	5	CN		\$	-
45	4003896	PAINT, GLOSS BRICK OVEN 1 GAL	ACRYLIC-BASE ENAMEL, METAL SURFACES, MP-26.2 CAN	12	CN		\$	-
46	4003897	SEALER, PRIMER CHALK EXT 5GL	FSPMA MP-14.7 CORONADO 1066-11 CAN	8	CN		\$	-
47	4003898	PAINT, GLOSS KEY WEST MAUVE 1G	ACRYLIC BASE GLOSS SURFACE PREVIOUS "PINK" CAN	21	CN		\$	-
48	4003899	PAINT, GLOSS HUNTER GREEN 1GAL	ACRYLIC-BASE EXTERIOR, MP-26.3 CAN	34	CN		\$	-
49	4003900	PAINT, GLOSS GRANITE GRAY 1G	ACRYLIC BASE EXTERIOR (PORTABLE) GRAY, 1-GALLON CAN	108	CN		\$	-
50	4003901	PAINT, GLOSS SEAFOAM WHITE 1G	DURA CLAD DTM SEAFOAM WHITE CAN	29	CN		\$	-
51	4003902	PAINT, GLOSS SEAFOAM WHITE 5G	ACRYLIC BASE GLOSS ENAMEL METAL SURFACES PART#95-300 CAN	93	CN		\$	-
52	4003903	PAINT, GLOSS ACRYLIC ALMOND 1GL	CORONADO 80 CAN	31	CN		\$	-
53	4003904	PAINT, GLOSS ALMOND 5GALLON	DURA CLAD DTM ACRYLIC CAN	51	CN		\$	-
54	4003905	PAINT, GLOSS DOVE GRAY 1GAL	ACRYLIC GLOSS MP-26.3 DTM ONLY!!!* CAN	116	CN		\$	-
55	4003906	PAINT, GLOSS DOVE GRAY 5GAL	ACRYLIC-BASE ENAMEL, METAL SURFACES, MP-26.2 CAN	132	CN		\$	-
56	4003907	PAINT, GLOSS REEF BLUE 1GL	ACRYLIC BASE GLOSS ENAMEL METAL SURFACE BLU 25182 CAN	24	CN		\$	-
57	4003908	PAINT, GLOSS PALM GREEN 1 GAL	ACRYLIC BASE GLOSS ENAMEL METAL SURFACE CAN	25	CN		\$	-
58	4003909	PAINT, GLOSS ENAM MTL RED 1GL	ACRYLIC BASE GLOSS ENAMEL METAL SURFACES RED 21105 CORONADO #80-1105 CAN	37	CN		\$	-
59	4003910	PAINT, GLOSS BURGUNDY 1 GAL	ACRYLIC-BASE ENAMEL, METAL SURFACES MP-26.2 CAN	30	CN		\$	-

60	4003911	PAINT,GLOSS ENAM MTL BROWN 1GL	ACRYLIC BASE GLOSS ENAMEL METAL SURFACES BROWN 20117 CORONADO MP260 PROD.#800117 CAN	30	CN		\$	-
61	4003912	PAINT, GLOSS NIGHT BLACK 1GL	ACRYLIC BASE GLOSS ENAMEL METAL SURFACES CAN	49	CN		\$	-
62	4003913	PAINT, FLAT SEAFOAM WHITE 5GL	*USE CORONADO PREMIUM GOLD COLLECTION FLAT ACRYLIC HOUSE TRIMTABLE 10-1 / MP-2.13* CAN	36	CN		\$	-
63	4003914	PAINT, FLAT SEAFOAM WHITE 1GL	*USE CORONADO PREMIUM GOLD COLLECTION FLAT ACRYLIC HOUSE TRIMTABLE 10-1 / MP-2.13* CAN	24	CN		\$	-
64	4003916	PAINT, FLAT DOVE GRAY 5GL	*USE CORONADO PREMIUM GOLD COLLECTION FLAT ACRYLIC HOUSE TRIMTABLE 10-1 / MP-2.13* CAN	26	CN		\$	-
65	4003917	PAINT, FLAT DOVE GRAY 1GL	*USE CORONADO PREMIUM GOLD COLLECTION FLAT ACRYLIC HOUSE TRIMTABLE 10-1 / MP-2.13* CAN	12	CN		\$	-
66	4003918	SPRAY, RUST REFORMER,RUST-OLEU	RUST-OLEUM #3575402,1 GAL.CONTAINER GRAINGER#5W181 CAN	13	CN		\$	-
67	4003920	PAINT, FLAT SANDSTONE 1 GAL	ACRYLIC-BASE EXTERIOR MP-2.9 CAN	49	CN		\$	-
68	4003921	PAINT,GLOSS GALACTIC BLUE 1GAL	ACRYLIC-BASE ENAMEL, METAL SURFACES, MP-26.2 CAN	72	CN		\$	-
69	4003923	PAINT, GLOSS SMOKY QUARTZ 1GAL	ACRYLIC-BASE ENAMEL, METAL SURFACES, MP-26.2 CAN	14	CN		\$	-
70	4003924	PAINT,GLOSS FLORIDA TOFFEE 1GL	ACRYLIC-BASE ENAMEL, METAL SURFACES, MP-26.2 SHERWIN-WILLIAMS CAN	14	CN		\$	-
71	4003925	PAINT, FIELD MARKING WH 5GL	36/PALLET *EXTERIOR ACRYLIC LATEX ATHLETIC FIELD MARKING PAINT WHITE CAN	544	CN		\$	-
72	4003930	COLORANT, LAMP BLACK	QUART EA	7	EA		\$	-
73	4003931	PAINT, GLOSS SANDSTONE 5 GAL	ACRYLIC-BASE ENAMEL, METAL SURFACES, MP-26.2 CAN	62	CN		\$	-
74	4003932	PAINT, GLOSS SANDSTONE 1 GAL	ACRYLIC-BASE ENAMEL, METAL SURFACES, MP-26.2 CAN	5	CN		\$	-
75	4003937	PAINT, PORTERSEPT WHITE 5GAL	PP3830 INTERIOR ACRYLIC, MILDEW RESISTING ONLY 24/PALLET! *USE NEW P/N 40-20 FOSTER* CAN	7	CN		\$	-

76	4003938	DROP CLOTH, 4FT X 12FT	10-12 OZ CANVAS HEAVY DUTY COTTONALL/DURON INTEX K-CD4000 *USE ALLPRO# 58305* EA	84	EA		\$	-
77	4003939	DROP CLOTH, 9FTX 12FT	10-12 OZ HEAVY DUTY CANVAS SCHOTT 160-1566 *USE ALLPRO# 58305* EA	14	EA		\$	-
78	4003940	DROP CLOTH, 12FTX 15FT	10-12OZ. CANVAS HEAVY DUTY COTTONALL/DURON *USE ALLPRO# 58306* EA	6	EA		\$	-
79	4003943	SPRAY, RUST-OLEUM YELLOW	AEROSOL SPRAY ENAMEL OIL BASE 15OZ 6/BX YELLOW 2143 EA	20	EA		\$	-
80	4003944	SPRAY, RUST-OLEUM BLACK	AEROSOL SPRAY ENAMEL OIL BASE 15OZ CAN BLACK GLOSS 2179 EA	112	EA		\$	-
81	4003945	SPRAY, RUST-OLEUM RED	AEROSOL SPRAY ENAMEL OIL BASE 15OZ CAN CSV2163RED V2163 EA	39	EA		\$	-
82	4003946	SPRAY, RUST-OLEUM WHITE	AEROSOL SPRAY ENAMEL OIL BASE 15OZ CAN WHITE GLOSS 2192 EA	75	EA		\$	-
83	4003947	SPRAY, RUST-OLEUM CHESTNUT BRN	AEROSOL SPRAY ENAMEL OIL BASE 15OZ CAN CHESTNUT BROWN 2175 EA	9	EA		\$	-
84	4003948	SPRAY, RUST-OLEUM BLUE SAFETY	AEROSOL SPRAY ENAMEL OIL BASE 15OZ CAN CSV2124/BLUE2124 EA	6	EA		\$	-
85	4003949	SPRAY, RUST-OLEUM GREEN	AEROSOL SPRAY ENAMEL OIL BASE 15OZ CAN SAFETY GREEN #2133 EA	11	EA		\$	-
86	4003950	SPRAY, RUST-OLEUM ORANGE	AEROSOL SPRAY ENAMEL OIL BASE 15OZ CAN SAFETY ORANGE 2155 EA	35	EA		\$	-
87	4003951	SPRAY, RUST-OLEUM DEEP BLUE	AEROSOL SPRAY ENAMEL OIL BASE 15OZ CAN DEEP BLUE 2125 CAN	15	CN		\$	-
88	4003952	SPRAY, WHITE MARKING	RUST OLEUM WHITE V2392 15 OZ SPRAY CAN	86	CN		\$	-
89	4003953	SPRAY, FLOUR.ORANGE MARKING	RUST OLEUM FLOURESC. ORANGE V2355,15OZ SPRAY CAN	70	CN		\$	-
90	4003954	SPRAY, COLD GALVANIZING COMP.	RUST OLEUM 20 OZ SPRAY CAN,GRAY FLAT 6/CS #V2185 838 EA	51	EA		\$	-
91	4003955	SPRAY, ZINSSER STAIN-SEALING	FLAT WHITE STAIN-SEALING CEILING PAINT *USE P/N 3688 * EA	97	EA		\$	-
92	4003956	SPRAY, RUST-OLEUM SILVER	AEROSOL SPRAY ENAMEL OIL BASE 15 OZ SPRAY CAN SILVER ALUMINUM V2115 EA	22	EA		\$	-
93	4003957	SPRAY, GRAY ENAMEL	RUST-OLEUM CORP SMOKE GRAY #2188 EA	25	EA		\$	-
94	4003958	SPRAY, WHITE STAIN KILLER	AEROSOL SPRAY FLAT MASTER CHEM KILZ *USE KILZ 13 OZ CAN P/N 10044* EA	241	EA		\$	-
95	4003959	SEALER,STAINBLOCK.PRIMER WHITE	MASTER CHEM KILZ 1GAL OIL BASE* CAN	12	CN		\$	-

96	4003960	CLEANER, TRISODIUM PHOSPHATE	1LB/16OZ "SAVOGRAN TSP-PF" #10611 EA	13	EA		\$	-
97	4003962	GLASS, PLEXIGLASS CUTTER	RED DEVIL #1170 RED DEVIL ONLY! EA	14	EA		\$	-
98	4003967	CAULK, ADHESIV.ALL-PURP. WHITE	IN 9" TUBE POLYSEAMSEAL EA	908	EA		\$	-
99	4003968	CAULK, BLACK SMOOTH SILICONE	WHITE LIGHTING WINDOW/DOOR/SIDING SILICONIZED SUPERIOR SEALANTS EA	51	EA		\$	-
100	4003969	CAULK, ALUMINUM "DAP"	100% SILICONE RUBBER INDOOR/OUTDOOR EA	33	EA		\$	-
101	4003970	CAULK, ALMOND ADHESV. ALL-PURP	10 OZ POLYSEAMSEAL 450-8206 SMOOTH EA	-	EA		\$	-
102	4003971	CAULK, GRAY ACRYLIC LATEX	WHITE LIGHTNING 3006, SILICONIZED, 10 FL OZ ALL PURPOSE ADHESIVE EA	17	EA		\$	-
103	4003972	CAULK, FIRE RATED CAULK	"JACO FIRESTOP" 10.5 FL-OZ TUBE (CAT# CP25WB EA	23	EA		\$	-
104	4003978	FILLER, PAINTERS PUTTY 1 QT	DAP 12244; ACE #19269 EXECUTIVE HARDWARE CAN	4	CN		\$	-
105	4003979	KNIFE, PUTTY BENT 1 1/4"	RED DEVIL 4243 EA	9	EA		\$	-
106	4003981	KNIFE,UTILITY NON-RETRACTBLE	STANLEY #10-209 EA	55	EA		\$	-
107	4003983	KNIFE, UTILITY RETRACTABLE	STANLEY #10-788(QUICK BLADE) EA	125	EA		\$	-
108	4004008	SANDPAPER, SANDING BLOCK	MEDIUM60/COARSE 36 3M SANDING SPONGE #909NA NORTON#07660749503 EA	239	EA		\$	-
109	4004009	SANDPAPER, #80 PAINT ABRASIVE	9"X 11" PROFESSIONAL PAINTERS ABRASIVE GREEN SANDPAPER #80D GRIT, 3M 235U PACK	4	PK		\$	-
110	4004010	SANDPAPER, #120 PAINT ABRASIVE	9"X 11" PROFESSIONAL PAINTERS ABRASIVE GREEN SANDPAPER PACK	350	PK		\$	-
111	4004013	SANDPAPER, 9" X 11" #220A	PRODUCTION SANDPAPER 25/PKG PACK	23	PK		\$	-
112	4004015	SCRAPER, 4" STIFF WALL	RED DEVIL #4213 NO SUBSTITUTE EA	36	EA		\$	-
113	4004017	SCRAPER, 4" WALL PANEL #69	WARNER 60690 EA	15	EA		\$	-
114	4004089	FILLER, SPACKLING PASTE QT	BENJAMIN MOORE #05701, INTERIOR, LT. WEIGHT, *USE DAP# 12142 FAST & FINAL* EA	103	EA		\$	-
115	4004090	TAPE, MASKING 3/4"X 60FT ROLL	3M #2050-3/4 *WHITE* ROLL	43	RL		\$	-
116	4004091	TAPE MASKING 2" ROLL	*WHITE* ROLL	108	RL		\$	-
117	4004092	TAPE, BLUE MASKING 1"	3M SCOTCH BRAND LONG-MASK TAPE #2090 BLUE **NO SUB**** ROLL	51	RL		\$	-
118	4004093	TAPE, BLUE MASKING 2"	3M SCOTCH BRAND LONG-MASK TEPA #2090 BLUE ROLL	52	RL		\$	-
119	4004094	TAPE, DRAPING FILM FOLDED 24"	3M SCOTCH BRAND HAND MASKER DRAPING FILM FOLDED MF24 24" X 180' EA	10	EA		\$	-
120	4004095	TAPE, DRAPING FILM FOLDED 9'	3M SCOTCH BRAND HAND MASKER DRAPING FILM FOLDED CP9 9' X 90' EA	49	EA		\$	-

121	4004096	TAPE, DRAPING FILM FOLDED 4'	3M SCOTCH BRAND HAND MASKER DRAPING FILM FOLDED CP4 4' X 180' EA	77	EA		\$ -
122	4004116	CLEANER, MINERAL SPIRITS 1 GA	CAN	18	CN		\$ -
123	4004117	CLEANER, LACQUER THINNER	MULTI PURPOSE 5 GAL CANS CAN	12	CN		\$ -
124	4004119	SEALER, BIN OIL PRIMER 1 GA	WHITE PIGMENTED SHELLAC ZINSSER (NO SUBSTITUTE) ONE (1) GALLON CANS #1016891 CAN	1	CN		\$ -
125	4004120	PAINT, GRIP & SEAL 1 GAL	#116-11 CORONADO CAN	119	CN		\$ -
126	4004122	SEALER, GLOSS CLEAR VARNISH	1 GL RUSTOLEUM VARATHANE DIAMOND POLYURETHANE INTERIOR WATER-BASED CAN	6	CN		\$ -
127	4028637	SANDPAPER, 80 GRIT DRYWALL	FOR SANDING POLE 4 3/16" X 11", 25/BX 3M 99433NA BOX	-	BX		\$ -
128	4028640	PAINT SOLVENT DE NATURED	ALCOHOL IN 1 GALLON CAN	38	CN		\$ -
129	4032740	PAINT,GLOSS ALMOND CREAM 1GAL	PRO INDUSTRIAL 0 VOC ACRYLIC FOR INTERIOR WALLS ONLY GAL	20	GL		\$ -
130	4032741	PAINT,GLOSS DOVE GRAY 1GAL	PRO INDUSTRIAL 0 VOC ACRYLIC FOR INTERIOR WALLS ONLY GAL	9	GL		\$ -



Manufacturers 133 - 186

Item #	Manufacturer	Single Fixed % Discount
131	BEHR (FSPMA-APPROVED PAINT PRODUCTS ONLY)	
132	BEHR (OTHER PAINT PRODUCTS ONLY)	
133	BEHR (REMAINING MANUFACTURER LINE)	
134	BENJAMIN MOORE (PAINT PRODUCTS ONLY)	
135	BENJAMIN MOORE (REMAINING MANUFACTURER LINE)	
136	BESTT-LIEBCO	
137	CAL-TINT	
138	COLOR WHEEL PAINT (PAINT PRODUCTS ONLY)	
139	COLOR WHEEL PAINT (REMAINING MANUFACTURING LINE)	
140	CORONA	
141	CORONADO PAINT (FSPMA-APPROVED PAINT PRODUCTS ONLY)	
142	CORONADO PAINT (OTHER PAINT PRODUCTS ONLY)	
143	CORONADO PAINT (REMAINING MANUFACTURING LINE)	
144	COTTONALL	
145	DAP	
146	D. C. MAY	
147	DEVOE	
148	FLOOD	
149	GENERAL ELECTRIC (SILICONE PRODUCTS ONLY)	
150	HANSTECK	
151	JAMMER	
152	KODEL	
153	KOVER KRACK	
154	LANCO & HARRIS (FSPMA-APPROVED PAINT PRODUCTS ONLY)	
155	LANCO & HARRIS (OTHER PAINT PRODUCTS ONLY)	
156	LANCO & HARRIS (REMAINING MANUFACTURER LINE)	
157	MASTER CHEM	
158	MEGA	
159	NORTON (PRODUCTION PAPER PRODUCTS ONLY)	
160	NORTON (REMAINING MANUFACTURER LINE)	
161	PAINT BRUSH CORPORATION	
162	PPG (FSPMA-APPROVED PAINT PRODUCTS ONLY)	
163	PPG (OTHER PAINT PRODUCTS ONLY)	
164	PPG (REMAINING MANUFACTURING LINE)	
165	PROFORM	
166	PURDY	
167	RED DEVIL	
168	RICHARD'S PAINT MANUFACTURING	
169	RUBBERSET	
170	RUST-OLEUM (SPRAY PAINT PRODUCTS ONLY)	
171	RUST-OLEUM (REMAINING MANUFACTURING LINE)	
172	SCHOTT	
173	SHERWIN-WILLIAMS (INCLUDING FLEX-BON, DURON AND M.A. BRUDER) (FSPMA-APPROVED PAINT PRODUCTS ONLY)	



Manufacturers 133 - 186

Item #	Manufacturer	Single Fixed % Discount
174	SHERWIN-WILLIAMS (INCLUDING FLEX-BON, DURON AND M.A. BRUDER) (OTHER PAINT PRODUCTS ONLY)	
175	SHERWIN-WILLIAMS (REMAINING MANUFACTURING LINE)	
176	STAIN KILL	
177	SUPER SEALANTS	
178	3M (ABRASIVES AND PRODUCTION PAPER PRODUCTS ONLY)	
179	TREMCO	
180	USG	
181	VINLOX	
182	WARNER	
183	WATTYL PAINT	
184	WOOSTER	
185	ZINSSER	
186	Z-PRO	

