SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

ITB 15-001R SUPPLY HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTURERS' CATALOGS)

TO OUR PROSPECTIVE CONTRACTORS:
The attached Invitation for Bid represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately 50 government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidance to all entities by utilizing the buying power of combined requirements for common, basic items.

The government agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency." All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.

- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor awarded this contract, and issue its own tax exemption certificates as required by the Contractor.

- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.

- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.

- The awarded Contractor shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.

- The Contractor shall furnish the lead agency a detailed summary of sales semi-annually during the contract period. Sales summary shall include contract numbers, contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.

- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting form this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BLVD., SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505 • FAX 754-321-0534

SUPPLY MANAGEMENT & LOGISTICS
CAROL BARKER, CPPB, ACTING DIRECTOR
www.browardschools.com

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Superintendent of Schools

, 2013

Dear Prospective Bidders:

SUBJECT: **Instructions to Bidders**
Invitation to Bid 15-001R – Supply HVAC-R and Cooling Tower Equipment (Manufacturers' Catalogs) (Co-op)

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) to supply HVAC-R and cooling tower equipment. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via fax at 754-321-0534 or e-mail to mark.alan@browardschools.com. No other SBBC 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.

Carefully read all portions of this ITB. In order to assure that your bid is in full compliance with all requirements of the ITB, please pay particular attention to the following areas:

- **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 ink or typewritten. 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 or which contains prices submitted in pencil.

- **PRICING CORRECTIONS**
  If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** 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 the Supply Management & Logistics Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.

- **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 fax to 754-321-0534 or scan and e-mail to mark.alan@browardschools.com. Your response to the Statement of "No" Bid is very important to the Supply Management & Logistics Department when creating future ITBs.

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

Sincerely,

Purchasing Agent III

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The School Board of, Broward County, Florida
SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET):	ITB NO.:	RELEASE DATE :	PURCHASING AGENT:
, 2014	**15-001R**	**, 2013**	Mark Alan 754-321-0507

Bids must be submitted to the Supply Management & Logistics Department and received **on or before 2:00 p.m. ET** on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered. Only the names of Bidders will be read at bid opening. Bid prices will not be read at bid opening (Florida Statute 119.071 2.)

BID TITLE:
SUPPLY HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTURERS' CATALOGS) (CO-OP)

SECTION 1, Bidder Acknowledgement

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

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

I hereby certify that: I am submitting the following information as my firm's (Bidder) Bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the Invitation To Bid, 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 HH 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 — Special Condition __
- ☐ Descriptive Literature — Special Condition __
- ☐ Licenses — Special Condition __
- ☐ Material Safety Data Sheets — Special Condition __
- ☐ Manufacturers Authorization — Special Condition __
- ☐ References — Special Condition __
- ☐ Bidder Questionnaire — Special Condition __
- ☐ Other _____ — Special Condition __
- ☐ Bidder's Preference Statement — Special Condition __

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

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**

   a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Supply Management & Logistics Department **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.

   c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**

   d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDRED 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 Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.

2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will 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 will not be a consideration in determination of award of bid(s).** If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

   a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the 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 will 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. The Board specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will 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. Unless otherwise indicated, samples should be delivered to the office of the Supply Management & Logistics Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.

4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Supply Management & Logistics no later than **ten working days, or as stated in the Special Conditions,** prior to the original bid opening date. If necessary, an Addendum will be issued.

6. **AWARDS:** In the best interest of SBBC, the Board reserves the right to: 1) withdraw this bid 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.

7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.

8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.

9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will 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 the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.

10. **PAYMENT:** Payment will 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 will 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. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

14. **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 Supply Management & Logistics 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 a contract awarded under this bid.

15. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida 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 The School Board of Broward County, Florida. 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.

16. **OSHA:** The Awardee warrants that the product supplied to The School Board of Broward County, Florida 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 will be considered as a breach of contract.

17. **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.

18. **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.

19. **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.

20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board 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 will 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 the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

21. **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 will be returned to non-Awardees. After acceptance of bid, the Board will 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 will be returned to the Awardee.

22. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation.

23. **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. Payment will 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 will make direct payments to the vendor.

24. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

25. **SUBSTITUTIONS:** The School Board of Broward County, Florida *WILL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the Awardee's expense.

26. **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.

27. **BID ABSTRACTS:** Bid tabulations are available at www.demandstar.com.

28. **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 the School Board 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** will be supplied.

29. **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, Supply Management & Logistics Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from SBBC.

30. **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.

31. **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.

32. **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 will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.

33. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders will constitute the complete agreement. SBBC will 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, vendor 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.

34. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor 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 vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor 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.

35. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, 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 the school district 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 the school district 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 the school district administration is closed. 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."**

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 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 protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and on www.demandstar.com on _____ at 3:00 p.m. ET, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of RFP 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 RFP 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 the school district 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 the school district 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 the school district 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. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

36. (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 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 of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

37. **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 the SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management & Logistics Department will not accept delivery of any bid or related material requiring the School Board 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.)

38. **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

39. **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 boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, 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.

40. **INDEMNIFICATION: This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions will 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) VENDOR 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 VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR'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 VENDOR, SBBC or otherwise.

41. **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.

42. **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.

43. **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 nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will 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.

44. **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.

45. **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.

46. **DISTRIBUTION**: DemandStar by Onvia, www.demandstar.com, is the official method approved by the Supply Management Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties 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.

47. **LOBBYIST ACTIVITIES:** In accordance with School Board 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 will be recorded on The School Board of Broward County'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.

f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

48. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors 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 vendor;
- The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
- The Florida Certified Minority/Women Business Enterprise vendor;
- The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
- The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
- The Florida vendor, other than a Minority/Women Business Enterprise vendor.
- If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Supply Management & Logistics Department; the tie low bid vendors invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **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 will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. AN M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the Bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, Bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's Supplier Diversity & Outreach Program at 754-321-0550 or www.broward.k12.fl.us/supply/vendor/mwbe.htm.

50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.

51. **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 will 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 will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID 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.

L-1 Enrollment Services 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 EasyPath Project Coordinator at 754-321-1830 or EasyPathInfo@morphotrust.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will 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. There will be two websites used for services: 1) http://www.l1enrollment.com/state/?st=broward (used for scheduling and registering applicants) 2) https://sbbc-easypath.browardschools.com/EasyPathWeb/Web.dll (used for vendors to check the status of applicants and order replacement badges) and 3) http://www.l1enrollment.com/state/forms/broward/51f2c822ca09f.pdf (form/application). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.identogo.com. 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 will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.

52. **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 will 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).

53. **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 vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

54. **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 the School Board. These orders will 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 vendors 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 a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

55. **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 vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
    a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
    b) All departments being advised not to do business with vendor.

56. **CONE OF SILENCE:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Supply Management & Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management & Logistics Department. Further, any vendor, 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 vendor 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 HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their bid to be considered non-responsive and therefore be ineligible for award.**

57. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.

58. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with State Statutes 119.071 and 286.0113.

59. **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will 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 District 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 District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (SBBC) acting as lead agency for the Southeast Florida Governmental Purchasing Co-operative, desires bids on all types of **HVAC-R AND COOLING TOWER EQUIPMENT** with a single fixed percentage discount as specified herein. Percentage discounts quoted shall include on-site and/or inside delivery to various schools, departments and centers at the direction of the **Physical Plant Operations (PPO) Department, 3810 NW 10 Avenue, Fort Lauderdale, FL 33309 as well as designated municipal and Cooperative agency-owned facilities within the Florida Counties of Miami-Dade, Broward and Palm Beach** at those agencies' direction, unless otherwise indicated.

2. **TERM:** The award of this bid shall establish a contract for the period **July 1, 2014 and continuing through June 30, 2016.** Bids will not be considered for a shorter period of time. Items will be ordered on an as needed basis.

3. **AWARD:** Awards will be made to ALL responsive and responsible Bidders who offer a single fixed percentage discount from the most current manufacturers' list or book price and otherwise comply with the specifications, terms and conditions of the Bid. Awardees should then be in a favorable position to compete for SBBC's or any Co-op agency's business. Bidders who offer lowest net prices, comply with specifications and otherwise meet our requirements should obtain the largest volume of business. Single fixed percentage discount offered from the most current manufacturers' list or book price must be stated in the spaces provided on the Bid Summary Sheet and must remain firm throughout the contract period. SBBC or any Co-op agency reserves the right to release new bids for any items that are included in catalogs, price lists and/or cost sheets submitted.

   After award of this bid, if an Awardee violates any specification, term or condition of this bid, the Awardee can be found in default of the contract, have the 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 22 and 55.

4. **PARTICIPATING CO-OPERATIVE PURCHASING AGENCIES:** The following is a list of the participating government agencies that have committed their volume for products awarded through this contract:

   The School Board of Broward County, Florida

5. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1d does not apply to the award of this Bid. All responsive and responsible bidders can be granted an award if they are found in compliance with the terms, and conditions as indicated in Special Condition 2, above.

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
SECTION 4, SPECIAL CONDITIONS (Continued)

6. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Mr. Mark Alan, Purchasing Agent, Supply Management and Logistics Department, (754) 321-0507 or email address** mark.alan@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 the bid for themselves. Neither **Mr. Alan** 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 bid document. **Questions should be submitted in accordance with General Condition 5. All questions pertaining to this document must be received by the deadline of Friday, December 20, 2013 at 3:30 pm. Bidders are advised that all SBBC administrative offices are closed for the period of Saturday, December 21, 2013 through Wednesday, January 1, 2014.** 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 has been obtained in a manner other than through the information in the bid document or addenda, shall not be binding on SBBC.

7. **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at a single fixed percentage discount, for the purchase of the manufacturer lines listed. The term of the bid shall be for two years, and may, by mutual agreement between SBBC, the Awardees and upon final School Board approval, be extended for an additional one year period and, if needed, 180 days beyond the expiration date of the renewal period. When considering to extend, the Board's Supply Management & Logistics Department will request a letter of intent to extend from the Awardees prior to the end of the current contract period. The Awardees will be notified when the recommendation has been acted upon by the School Board. Awardees agree to this condition by signing their bids.

8. **COMPANY REPRESENTATIVE:** Bidders must indicate in the space provided on the Additional Information Sheet the name, address, phone, fax and e-mail address of the representative who could make scheduled visits to the schools, departments and centers and be available upon request to resolve billing and delivery problems.

9. **SINGLE FIXED PERCENTAGE DISCOUNTED QUOTED:** Bidders should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount from the most current manufacturers' list or book price, catalogs and/or price lists for HVAC-R and cooling tower equipment that will be used for the term of the contract.

   Percentages CANNOT be expressed as factors on the Bid Summary Sheet. Bids received with factors will be rejected as non-responsive.

A minimum discount of 1% must be submitted in order a Bidder to be considered for award. Net pricing terms (0%) will be rejected as non-responsive.

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
SECTION 4, SPECIAL CONDITIONS (Continued)

9. **SINGLE FIXED PERCENTAGE DISCOUNTED QUOTED (continued):** The single fixed percentage discount quoted by the Bidders shall apply to most current manufacturers' list or book price, catalogs and/or price lists for the manufacturer lines indicated. Manufacturer items excluded from the single fixed percentage discount should be listed on a separate sheet of paper. These items will be excluded and should not be purchased. If more than one manufacturer list price, book price, catalog and/or price list is submitted by a Bidder, the single fixed percentage discount shall remain the same for all catalog items per catalog submitted. If the single fixed percentage discount offered differs per catalog and/or price list submitted, Bidder shall state on a separate sheet of paper the single fixed percentage discount offered for each additional catalog. Submitting more than one manufacturer list price, book price, catalog and/or price list and failing to attach a separate sheet of paper stating the single fixed percentage discount per catalog and/or price list; will indicate single fixed percentage discount offered on Bid Summary Sheet is constant for all manufacturer list price, book price, catalogs and/or price lists submitted. Awardees may offer SBBC a lower educational discount at any time and invoice SBBC at lower discount than their originally-submitted single fixed percentage discount.

10. **CATALOGS/PRICE LISTS:** Bidders shall furnish, with this Bid or upon request, one copy of their HVAC-R and cooling tower equipment catalogs, and/or price lists which will indicate all items Bidder can furnish and the single fixed percentage discount to be used for each item. Any catalogs and/or price lists submitted for other than HVAC-R and cooling tower equipment will not be accepted. Failure to furnish catalogs and/or price lists as required, will result in disqualification of Bid submitted. Awardees shall deliver these same catalogs and/or price lists to the **District HVAC Supervisor, SBBC Physical Plant Operations Department, 3810 NW 10 Avenue, Fort Lauderdale, FL 33309.**

It is in the best interest of the Awardees to indicate the Bid number, the start date of the contract, the expiration of the contract and the Awardees' single fixed percentage discount offered on the front of the catalogs and/or price lists. Failure of an Awardee to furnish replacement or updated catalogs and/or price lists will result in all payments being based on last update received and increase will not be honored.

Multiple line dealer and/or distributor catalogs and/or price lists will be considered under Bid Item 47 only.

In an effort to reduce paper, Internet-based, CD-ROM data stick and/or flash drive catalogs and/or price lists are encouraged in lieu of hard copies. If Awardees have websites with updated single fixed percentage discount pricing, please state the Web addresses on the Bid Summary Sheet.

If a manufacturer **does not** publish a catalog or price list, this fact must be verified with a letter from the manufacturer. Awardee will then be required to submit a phone, fax or e-mailed price quotation at the time of request. Quotations must state item cost and the single fixed percentage discount quoted on the Bid Summary Sheets as proof of compliance with this Bid. Awardee will also be required to fax or e-mail a copy of the manufacturer's cost page for the item. Requesting department, school or center will be required to keep the Awardee's quotation on file for compliance with this Bid.

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
SECTION 4, SPECIAL CONDITIONS (Continued)

12. **DELIVERY/FREIGHT:** Awardees shall provide inside and/or on-site delivery of HVAC equipment within the timeframe agreed upon between the District HVAC Supervisor assigned after receipt of the purchase order (ARO). Material shall be delivered to the location(s) designated to receive the HVAC equipment. **Awardee shall provide 48 hours advance notification prior to shipment of HVAC-R and cooling tower equipment in order to allow for SBBC personnel to arrange for crane scheduling, where necessary.** Awardee will be required to contact the District HVAC Supervisor at (754) 321-4651 or (754) 321-4642. SBBC may request that deliveries be made on a Saturday in order to avoid disruption of the normal daily operations of schools, departments and centers.

13. **ACCEPTANCE OF MATERIALS:** Materials delivered under this bid shall remain the property of the Awardee until a physical inspection of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accord 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 and return the product to the Awardee at Awardee's expense.

14. **INVOICING:** SBBC purchase order number and ship-to information **shall** appear on all shipments, bills of lading, packing lists and invoices. It will be the responsibility of the Awardee to attach all packing slips to the **OUTSIDE** of each shipment and be shipped in the original manufacturer's packaging including labeling denoting contents, where necessary.

Delivery copies/packing slips and invoices to SBBC MUST include the following to permit SBBC to verify prices with the contract and expedite the use of the material. Failure to do so may result in delay of payment:

A. Purchase order number **(REQUIRED for timely invoice processing).** If the Awardee is an SBBC-certified M/WBE vendor, please include your certification number with your invoice for timely invoice processing.
B. Both pick-up slips and delivery invoices must contain the SBBC branded serial number, size, ply, make, and tread design of each recapped tire.
C. Item price per bid
D. Total cost to SBBC

Invoices shall be submitted to: **Stockroom Supervisor, SBBC Vehicle Maintenance Stockroom, 20251 Stirling Road, Pembroke Pines, FL 33332,** unless otherwise indicated. In an effort to provide better service and timely payment, the Awardee may also submit invoices WITH SHIPMENT in order to speed the payment process.

If the Awardee has the capability to receive electronic payments, reimbursement may be processed using the District's procurement card to secure immediate payment of approved products.

15. **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.

16. **VALUE:** No guarantee as to the dollar amount of this Bid is implied or given. SBBC is **NOT** obligated to place any order with any Awardee participating in this Bid. However, all SBBC locations will be urged to refer to catalogs and the single fixed percentage cost-plus mark-up of participating Awardees to fill their orders at the lowest prices.

17. **WARRANTY:** Manufacturers' standard warranty terms shall be extended to SBBC for all catalog items. Warranty shall begin after delivery and acceptance by an authorized SBBC representative.

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
SECTION 4, SPECIAL CONDITIONS (Continued)

18. **CANCELLATION:** Any contract awarded as a result of this bid can be voided at any time by SBBC for **one or more** of the following reasons:
   A. Awardee's failure to respond and deliver HVAC-R and cooling tower equipment within the timeframes set forth by the PPO Supervisor assigned.
   B. Unsatisfactory and/or substandard product workmanship or poor communication of Awardee's personnel during order placement and delivery times.
   C. Inability or refusal to accept purchase orders or unwilling to extend identical contract terms and conditions to a member agency of the Co-op.
   D. Awardee not maintaining contacts via phone, fax and e-mail nor keeping this information current and correct throughout the contract period.
   E. Failure to maintain and/or furnish brands indicated.
   F. Substantial changes to the HVAC-R and cooling tower industry manufacturing standards that would dramatically alter the cost-effectiveness of this contract to either SBBC and/or the Awardee.

19. **IRS FORM W-9:** All Bidders are requested to complete the attached IRS Form W-9, Page 24 of 26 Pages and submit this document with their bid.

SECTION 5, BID SUMMARY SHEET

	Manufacturer	SINGLE FIXED PERCENTAGE DISCOUNT
ITEM 1:	**ABB** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 2:	**ADVANCE COOLING TOWERS (BALTIMORE AIR COIL)** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 3:	**AMERICAN COOLING TOWER** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 4:	**ANDOVER/INFINITY** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 5:	**BARBER COLEMAN** Current Manufacturer's Price List and Date: _____	_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
SECTION 5, BID SUMMARY SHEET (Continued)

	Manufacturer	SINGLE FIXED PERCENTAGE DISCOUNT
ITEM 6:	**BARD** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 7:	**BOSTON/FINCOR** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 8:	**BRISTOL** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 9:	**C & D** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 10:	**CARRIER WATER-COOLED CHILLERS** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 11:	**CARRIER AIR-COOLED CHILLERS** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 12:	**CARRIER AIR HANDLERS** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 13:	**CARRIER ROOFTOP PRODUCTS** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 14:	**CARRIER WARRANTY PRODUCTS** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 15:	**CLIMATE CONTROL** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 16:	**COPELAND (including COPELAMETIC and COPELAWELD)** Current Manufacturer's Price List and Date: _____	_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
SECTION 5, BID SUMMARY SHEET (Continued)

	Manufacturer	SINGLE FIXED PERCENTAGE DISCOUNT
ITEM 17:	**CPS** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 18:	**CS AIR** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 19:	**CUTLER HAMMER** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 20:	**DAIKIN McQUAY** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 21:	**DUNHAM-BUSH** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 22:	**EUBANKS** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 23:	**EVAPCO** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 24:	**FLENDER MOTOX** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 25:	**FRIEDRICH** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 26:	**FRIEDRICH KHUL+ ELECTRIC HEAT EM18N34** Current Manufacturer's Price List and Date: _____	_____ %
ITEM 27:	**HONEYWELL** Current Manufacturer's Price List and Date: _____	_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
SECTION 5, BID SUMMARY SHEET (Continued)

	Manufacturer	SINGLE FIXED PERCENTAGE DISCOUNT
ITEM 28:	ICE-O-MATIC Current Manufacturer's Price List and Date: _____	_____ %
ITEM 29:	JOHNSON CONTROLS/METASYS Current Manufacturer's Price List and Date: _____	_____ %
ITEM 30:	JOHNSON CONTROLS/YORK INTERNATIONAL Current Manufacturer's Price List and Date: _____	_____ %
ITEM 31:	LANDIS & STAEFA Current Manufacturer's Price List and Date: _____	_____ %
ITEM 32:	LENNOX Current Manufacturer's Price List and Date: _____	_____ %
ITEM 33:	MODINE (AIREDALE) Current Manufacturer's Price List and Date: _____	_____ %
ITEM 34:	MITSUBISHI Current Manufacturer's Price List and Date: _____	_____ %
ITEM 35:	RHEEM Current Manufacturer's Price List and Date: _____	_____ %
ITEM 36:	ROBERTSHAW Current Manufacturer's Price List and Date: _____	_____ %
ITEM 37:	RUUD Current Manufacturer's Price List and Date: _____	_____ %
ITEM 38:	SANYO Current Manufacturer's Price List and Date: _____	_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
SECTION 5, BID SUMMARY SHEET (Continued)

	Manufacturer	SINGLE FIXED PERCENTAGE DISCOUNT
ITEM 39:	SEW EURODRIVE Current Manufacturer's Price List and Date: _____	_____ %
ITEM 40:	SIEBE Current Manufacturer's Price List and Date: _____	_____ %
ITEM 41:	SPOT COOLERS Current Manufacturer's Price List and Date: _____	_____ %
ITEM 42:	SPX (MARLEY) Current Manufacturer's Price List and Date: _____	_____ %
ITEM 43:	TEMPTROL Current Manufacturer's Price List and Date: _____	_____ %
ITEM 44:	TOPP Current Manufacturer's Price List and Date: _____	_____ %
ITEM 45:	TRANE Current Manufacturer's Price List and Date: _____	_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)

SECTION 5, BID SUMMARY SHEET (Continued)

	Manufacturer	SINGLE FIXED PERCENTAGE DISCOUNT
ITEM 46:	**ADDITIONAL MANUFACTURERS** Please indicate any additional HVAC-R and cooling tower equipment catalogs/price lists from which items can be purchased throughout the term of this contract.	
A.	Current Manufacturer's Price List and Date: _____	_____%
B.	Current Manufacturer's Price List and Date: _____	_____%
C.	Current Manufacturer's Price List and Date: _____	_____%
D.	Current Manufacturer's Price List and Date: _____	_____%
E.	Current Manufacturer's Price List and Date: _____	_____%
F.	Current Manufacturer's Price List and Date: _____	_____%
ITEM 47:	**ADDITIONAL DEALER/DISTRIBUTOR MULTILINE CATALOGS/PRICE LISTS** Please indicate any additional HVAC-R and cooling tower equipment catalogs/price lists from which items can be purchased throughout the term of this contract.	
A.	Multiline catalog, price list and/or cost sheet and date: _____	_____ %
B.	Multiline catalog, price list and/or cost sheet and date: _____	_____ %
C.	Multiline catalog, price list and/or cost sheet and date: _____	_____ %
D.	Multiline catalog, price list and/or cost sheet and date: _____	_____ %
E.	Multiline catalog, price list and/or cost sheet and date: _____	_____ %
F.	Multiline catalog, price list and/or cost sheet and date: _____	_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
ADDITIONAL INFORMATION SHEET

NOTE TO BIDDER: Review General Condition 49 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

COMPANY REPRESENTATIVE: (Please see Special Condition 8)

_____
Company Name:

_____
Company Representative Name:

_____
Street Address:

_____
City, State and ZIP Code:

_____
Phone:

_____
FAX:

_____
Cell:

_____
Local/Toll-Free Phone:

_____
E-mail Address:

_____
Web Address:

Purchase orders are now being sent via e-mail wherever possible. Please provide a reliable, monitored e-mail address for all future orders on this contract, below:

_____
E-mail for purchase orders:

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
SECTION 6, BID SPECIFICATIONS

Provided below are the uniform specifications for cooling towers that have been previously purchased by SBBC. All of these previously purchased units have the following characteristics:

1. **Cooling capacity:** All dual cell cooling tower units must be capable of cooling between 650 and 1700 gallons per minute (GPM) of water from 95° F to 85° F at 79° F wet bulb temperature. The number of GPMs varies among the models of cooling towers chosen.

2. **Performance requirement:** Dual cell cooling towers must have two single speed motors, varying in available horsepower from 7.5hp to 25hp, TEFC or TEAO enclosed, depending upon the model chosen. Each tower functions at 1800 RPM, 460V, 3-phase, 60Hz.

3. **Dimensions:** Maximum dimensions have never exceeded 8-1/2' wide for any installation. Cooling towers may have a maximum length between 9' and 21' depending upon the model chosen.

4. **Construction:** Type 304 stainless steel casing panels, fan screen, shroud, cowl and upper structure. The bottom half, structure and basin of the tower shall be type 316 stainless steel. All fasteners, gear reducer supports and motor supports must be of the same stainless steel construction.

5. **Hurricane Wind Load:** Detailed calculations must be provided for all required supports.

6. **Sump Water Level Control:** Mechanical float valve.

7. **Ladder:** External aluminum, extending to the top of the access doors of the tower.

8. **Internal Platform:** Internal to the tower, accessible through a ladder and access door to enable safe work on all internal components.

9. **Fan Drives:** Each fan shall be driven by an Amarillo gear reducer. **Belt driven fans are not acceptable.** Motors may be close-coupled to gear drive or be connected with a stainless steel drive shaft. If close-coupled, motor must have a TEAO enclosure. If connected by drive shaft, motor must have a TEFC enclosure.

10. **Piping Connections:** Each cell shall have one inlet connection and one outlet connection.

11. **Inlet Louvers:** Air inlets shall be provided with self-supporting inlet louvers of cross-fluted design that will not allow debris and sunlight to enter tower drift eliminators of the same specifications as the fill to be provided to limit drift loss to a maximum of 0.001%.

12. **Fill:** Cross-fluted PVC, self-extinguishing with ASTM flame spread of 5, totally enclosed in the tower cabinet for hurricane resistance and designed for operating temperatures up to 130° F.

13. **Cell Stump (Basin) Isolation:** A positive closure plate to be provided where the basins connect for cell isolation purposes. Tower cells must be shipped in two fully assembled pieces, one piece being the sump, the second being the fan and fill assembly. SBBC will assemble the cells on the jobsite.

14. **Gear Drive Alignment:** Awardee must provide factory-certified alignment experts to properly align the gear drive and validate the warranty.

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)

SECTION 7, 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 employees 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 Proposer'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

VENDOR NAME: _____

MA/ma

SECTION 7, ATTACHMENT 2
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 will 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 will abide by the terms of the statement and will 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. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20___.

Personally Known _____

OR Produced identification _____

_____
(Type of identification)

_____

Notary Public - State of _____

My commission expires _____

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

FORM: #4530
3/93

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida
HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)
SECTION 7, ATTACHMENT 3
INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE

GENERAL LIABILITY: Limits not less than $1,000,000 per occurrence for Bodily Injury/Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

WORKER'S COMPENSATION: Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

AUTO LIABILITY: Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

> ___(Awardee Name)___does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.

ACCEPTABILITY OF INSURANCE CARRIERS: The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

VERIFICATION OF COVERAGE: Proof of the required insurance must be furnished by an Awardee to SBBC Risk Management Department by Certificate of Insurance within 15 days of notification of award. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. Fax the Certificate of Insurance to SBBC Risk Management at 866-897-0424.

REQUIRED CONDITIONS: Liability policies must contain the following provisions and the following wording must be included on the Certificate of Insurance:

> The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.
>
> All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
>
> Please include the Bid number and Bid title on the Certificate of Insurance with the following address: The School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, FL 33301.

CANCELLATION OF INSURANCE: Vendors are prohibited from providing services under this contract with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

Any questions as to the intent or meaning of any part of the above required coverage should be submitted in writing and in accordance with General Condition 5. See also General Conditions 12 and 20.

VENDOR NAME: _____
MA/ma

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___

or

Employer identification number
___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ _____ **Date** ▶ _____

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

HVAC-R AND COOLING TOWER EQUIPMENT (MANUFACTUERS' CATALOGS) (CO-OP)

SECTION 7, ATTACHMENT 5

ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME: _____

Authorization Agreement

I/we hereby authorize The School Board of Broward County, Florida to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County, Florida 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, Florida 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, Florida receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my/our account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____ Checking ☐ Savings ☐

VENDOR AREA:

Remittance Confirmation: **(please select one)** _____ Fax ☐ E-mail ☐

Federal Identification No. **Vendor** _____ TAX ID# ☐ SS# ☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ **Dept.** _____

Centralized Email _____ **Dept.** _____

Centralized Phone No. _____ **Dept.** _____

Signature

Authorized Signature (Primary) and Business title: _____ **Date:** _____

Authorized Signature (Joint) and Business title: _____ **Date:** _____

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

This form must be returned to: SBBC Supply Management & Logistics Department – Data Strategy Group
7720 West Oakland Park Blvd.--#323, Sunrise FL 33351 Phone: 754-321-0516 FAX: 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account No. _____ Date Entered _____ Initials: _____

SECTION 8, STATEMENT OF "NO" BID

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid Due to:

The School Board of Broward County, Florida
Supply Management and Logistics Department
7720 West Oakland Park Blvd., Suite 323
Sunrise, FL 33351

This information will help SBBC in the preparation of future Bids and RFPs.

Bid/RFP Number:_____ Title: _____

Company Name: _____

Contact: _____

Address:_____

_____

Telephone:_____ Fax:_____

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

Comments:

_____

_____

_____

_____

Signature: _____ Date:_____

VENDOR NAME: _____
MA/ma