

The School Board of Broward County, Florida
Supply Management and Logistics Department

Bid No.:	<u>27-045T</u>	Board Meeting:	<u>SEPTEMBER 19, 2006</u>
Description:	<u>PRE APPROVAL OF MARQUEE SIGN PROVIDERS</u>	Notified:	<u>137</u> Downloaded: <u>12</u>
	<u>TERM CONTRACT</u>	Bids Rec'd:	<u>5</u> No Bids: <u>0</u>
For:	<u>VARIOUS LOCATIONS</u>	Bid Opening:	<u>AUGUST 9, 2006</u>
	(School/Department)	Advertised Date:	<u>JULY 14, 2006</u>
Fund:	<u>VARIOUS FUNDS</u>	Award Amount:	<u>\$1,250,000 (PER CONTRACT PERIOD)</u>

POSTING OF BID RECOMMENDATION/TABULATION: Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and www.Demandstar.com on AUGUST 21, 2006 @ 3:00 PM, and will remain posted for 72 hours. Any person desiring to protest the Bid Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Supply Management and Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Section 120.57(3)(b), Florida Statutes, 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 and intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract.

RECOMMENDATION/TABULATION

VENDOR NAME

ANIMATED DISPLAY SYSTEMS D/B/A AD SYSTEMS

* BARON SIGN MFG.
(WHITE FEMALE M/WBE: RIVIERA BEACH, FL)

DAKTRONICS

ROBSON CORPORATION

STEWART SIGNS

* CERTIFIED M/WBE VENDOR

IN ORDER TO MEET THE NEEDS OF THE SCHOOL DISTRICT AND IN THE BEST INTEREST OF THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, ALL BIDDERS WHO ARE RESPONSIVE AND RESPONSIBLE AND WHO COMPLIED WITH ALL SPECIFICATIONS, TERMS, AND CONDITIONS OF THIS BID, WILL BE CONSIDERED PRE-APPROVED TO DO BUSINESS WITH THE SCHOOL BOARD UNDER THIS CONTRACT. THESE PRE-APPROVED VENDORS SHOULD THEN BE IN A FAVORABLE POSITION TO COMPETE FOR THE BOARD'S BUSINESS AND THOSE WHO OFFER THE MOST FAVORABLE PRICING AND COMPLIED WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS SHOULD OBTAIN THE LARGEST VOLUME OF BUSINESS.

CONTRACT PERIOD: SEPTEMBER 19, 2006 THROUGH OCTOBER 31, 2011.

By:



Date: 08/17/06

(Buyer/Purchasing Agent)



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0505

ROBERT N. WAREMBURG, CPPO
Director, Supply Management & Logistics
www.browardschools.com

SCHOOL BOARD

Chair BENJAMIN J. WILLIAMS
Vice Chair BEVERLY A. GALLAGHER
CAROLE L. ANDREWS
ROBIN BARTLEMAN
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ROBERT D. PARKS, Ed.D.
MARTY RUBINSTEIN

DR. FRANK TILL
Superintendent of Schools

AUGUST 8, 2006

ADDENDUM NO. 1

Bid 27-045T

PRE-APPROVAL OF MARQUEE SIGN PROVIDERS

CALLED FOR 2:00 P.M., AUGUST 8, 2006

TO ALL BIDDERS:

Amend the above referenced Bid in the following particulars only:

1. Bid opening date has been changed to **AUGUST 9, 2006**. Bids must be received in the Supply Management and Logistics department on or before 2:00 p.m. on **Wednesday, August 9, 2006**.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the "Invitation to Bid", Page 1 of Bid 27-045T, bidder certifies acceptance of this Addendum.

Sincerely,

Kay Lloyd, C.P.M.
Purchasing Agent



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MARTY RUBINSTEIN

DR. FRANK TILL
Superintendent of Schools

DATE: July 14, 2006
TO: Prospective Bidders
FROM: Kay Lloyd, Purchasing Agent
754-321-0504

SUBJECT: Instructions to Bidders
Invitation to Bid 27-045T, Pre-Approval of Marquee Sign Providers

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Pre-Approval of Marquee Sign Providers. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above or via facsimile at 754-321-0533. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an addendum issued to the ITB, is not binding on SBBC.

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 and 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 6, Statement of "No" Bid and return via facsimile to 754-321-0533. Your responses to the Statement of "No" Bid are very important to the Supply Management and Logistics Department when creating future ITBs.

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

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The School Board of, Broward County, Florida
SUPPLY MANAGEMENT AND 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):

August 8, 2006

ITB NO.:

27-045T

RELEASE DATE :

July 14, 2006

PURCHASING AGENT:

Kay Lloyd
754-321-0504

Bids must be submitted to the Supply Management and 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.

BID TITLE:

PRE-APPROVAL OF MARQUEE SIGN PROVIDERS

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.

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:

Internet Web Site:

Toll Free Number:

Internet E-Mail Address:

Fax Number:

Federal Tax Identification Number:

Internet E-Mail Address:

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. I agree to complete and unconditional acceptance of this bid, all appendices and contents of any Addenda released hereto; I agree to be bound to all specifications, terms and conditions contained in this ITB and failure to comply will result in disqualification of bid or bid item. Bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws and all responses, data and information contained in this bid are true and accurate. I certify that I am authorized to sign this ITB for the bidder

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

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

SECTION 2, Submittal Requirements

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

Bid Bond

Descriptive Literature

Licenses

Material Safety Data Sheets

Special Condition __

Special Condition __

Special Condition 20

Special Condition __

Manufacturers Authorization

References

Bidder Questionnaire

Instruction Manual

Special Condition __

Special Condition __

Special Condition __

Special Condition 10

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. **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 and 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.**
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 and 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 legal 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 and 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 the School Board, 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 therefrom 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 the buyer after the items awarded to a vendor have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
11. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, **all bidders must disclose with their bid** the name of any officer, director, or agent who has a material interest in the bidder's firm and who is also an employee of The School Board of Broward County, Florida.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 21: 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 and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. 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 and 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 or on account of 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 bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
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 unawardees. 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. **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
23. **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. The School Board of Broward County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party.
24. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Blvd, Sunrise, Florida 33351-6704. 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.
25. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding legal holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.** This warehouse is no longer accessible by the Seaboard Coast Line siding for rail car routing.
26. **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.
27. **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.
28. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed stamped envelope with bid. Bid tabulation will be mailed after completion of the rules shown in School Board Policy 3320.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to 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.
30. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Supply Management and Logistics Department.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any purchase order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the purchase order.** A single invoice line must not correspond to or commingle the cost shown on multiple purchase order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order 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.
34. **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.

35. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days 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, legal holiday and days 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, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and 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 required by School Board Policy 3320, Part VI.
36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and www.demandstar.com on **August 15, 2006 at 3:00 p.m. ET** and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Supply Management and Logistics Department gives notice of an intended decision about this bid. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and 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 the School Board, **at the time of filing the formal written protest**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". 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, the School Board 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
36. (Continued): process and any appellate court proceedings, the School Board prevails, and then the School Board 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.
- 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, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Supply Management and 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 required by School Board Policy 3320, Part VI.**
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 AND 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 and 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 addendum 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 board, 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 proposal 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.
- 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. **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.
42. **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 governmentwide 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 governmentwide 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 proposal submitted in connection with such lower tier covered transactions.

CERTIFICATION

- a) The prospective lower tier participant certifies, by submission of this proposal, 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 proposal.
43. **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-6187 or TDD 754-321-6188.
44. **"FUNDING OUT" TERMINATION/CANCELLATION:** Section 1011.14, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this bid. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this bid upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

45. **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 to be a person representing school allied 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 or any immediate family member 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.
46. **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 and 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 can not sign this form in lieu of properly signing the Invitation to Bid form.

47. **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 and Outreach Programs at 754-321-2290 or www.broward.k12.fl.us/supply/mwbe.htm.

It is a goal of the School Board to incorporate at least five percent M/WBE participation in any award made as a result of this bid. If the bidder is not a Certified M/WBE, bidder should include, as an attachment to its bid, a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

48. **SBBC ITEM IDENTIFICATION SYSTEM:** The five digit, nine digit, or 13 character/digit item number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's identification number for the item. It does not represent any manufacturer/distributor model/part number.

49. **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.

Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show 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. Effective immediately, the total fee for the SBBC photo identification badge, fingerprinting and a FBI background check is currently \$75.00. The Money Order is to be made payable to "The School Board of Broward County, Florida". Visa and Mastercard will be acceptable for these fees. No cash, personal or company checks are acceptable. 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.

Badges are to be returned to SIU at the end of the contract or at the time an employee is terminated. Failure to return the badge to SBBC may result in the final payment being withheld until the badges are returned.

For more information go to http://www.broward.k12.fl.us/supply/vendor_page.htm

50. **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).

51. **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.

52. **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.

53. **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:

- For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
- All departments being advised not to do business with vendor.

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BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **PRE-APPROVAL OF MARQUEE SIGN PROVIDERS**. In 2005, the high winds from Hurricane Wilma damaged display, pylon mounted, structural marquee signs at many schools in Broward County. Marquee sign damages vary widely from location to location. FEMA representatives have met with SBBC staff and assessed the degree of damage. The intent is to restore the signs to pre-Wilma status in terms of style, size, functionality, etc. It is not the intent to upgrade the signs to include additional features, larger size, different styles, etc. **ALL SIGNS BEING REPLACED OR PARTIALLY REPLACED MUST MEET ALL CURRENT AND APPLICABLE BUILDING CODES, INCLUDING THOSE THAT ADDRESS STRUCTURAL DESIGN IN HIGH WIND ZONES.** SBBC wishes to establish a pool of pre-approved marquee sign vendors who will be able to provide competitive quotes for the required work as needed.
2. **TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through October 31, 2011**. Bids will not be considered for a shorter period of time.
3. **PRE-APPROVED STATUS:** In order to meet the needs of the School District and in the best interest of SBBC, all bidders who are responsive and responsible and who comply with all specifications, terms and conditions of this bid, will be considered pre-approved to do business with the School Board under this contract. These pre-approved vendors should then be in a favorable position to compete for the Board's business and those who offer the most favorable pricing and comply with all terms, conditions and specifications, should obtain the largest volume of business. Pre-approved vendors will be listed on the Supply Management and Logistics Department's website in order for each school or location to determine a vendor to provide marquee signs to their location. Ninety days after award of bid, SBBC reserves the right to add additional vendors during the term of this contract, if it is in their best interest to do so. Those vendors being added must meet all specifications, terms and conditions required of the other awardees.
4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Kay Lloyd, Purchasing Agent, Supply Management and Logistics Department, 754-321-0504 or email at kay.lloyd@browardschools.com** who is authorized only to direct the attention of prospective bidders to various portions of the Bid so they may read and interpret such for themselves. Neither **Ms. Lloyd** nor any employee of SBBC is authorized to interpret any portion of the Bid or give information as to the requirements of the Bid in addition to that contained in the written Bid Document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum. Any verbal or written information, which is obtained other than, by information in this ITB document or by Addenda, shall not be binding on SBBC.
5. **CONTRACT EXTENSION:** The purpose of this bid is to establish a pre-approved pool of vendors, for the purchase of estimated requirements for marquee signs. The term of the bid shall be for approximately five years, and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended if needed, 90 days beyond the expiration date of the award period. The Board, through its Supply Management and Logistics Department, will, if considering to extend, request a letter of intent to extend from each awardee, 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.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
PRE-APPROVAL OF MARQUEE SIGN PROVIDERS

SECTION 4, SPECIAL CONDITIONS (Continued)

6. **START-UP DATE:** Awardee(s) must be able to start work within 15 business days after receipt of order (ARO).
7. **MARQUEE SIGN SITES:** Sites requiring marquee replacement or repairs may be anywhere in Broward County.
8. **COMPANY REPRESENTATIVE:** Bidder(s) must indicate in the space provided on the Bid Summary Sheet all the requested information for the representative who could make scheduled visits to the schools/departments and who will be available upon request to resolve billing and delivery problems.
9. **INSTALLATION:** It shall be the responsibility of the awardee(s) to include on-site delivery, assembly and to assure satisfactory operation of all of all features. **Installation shall be completed within seven working days after work begins or as required by user.**
10. **INSTRUCTION MANUALS:** Awardee is required to furnish an instruction manual for all signs which are replaced or partially replaced. Each manual shall contain the definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and trouble shooting procedures.
11. **INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION WILL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** One copy of the invoice is to be mailed to **District Safety, Attention Jerry Graziore, 4200A N. W. 10th Avenue, Fort Lauderdale, Florida 33309. A second invoice copy must be sent to the school where the sign was replaced or repaired.**
 - A. Material release number OR the control number
 - B. Purchase order number
 - C. Complete description of the items
 - D. Itemized list prices
 - E. Total dollar amount will be net
12. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the School Board, and shall replace and/or repair any loss or damages unless caused by the School Board. The School Board may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
13. **ACCEPTANCE OF MATERIALS:** The material supplied under this bid shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in 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.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
PRE-APPROVAL OF MARQUEE SIGN PROVIDERS

SECTION 4, SPECIAL CONDITIONS (Continued)

14. **PRODUCT SUPPORT AND TRAINING:** Awardee(s) shall provide, coordinate and plan complete product support and training for the purchased equipment for the entire contract period. Support and training shall include, but not be limited to, answering technical questions of the product, providing demonstrations and trouble shooting problems. This training shall be inclusive of all travel expenses required.
15. **WARRANTY:** The awardee(s) shall fully guarantee the cost of parts and labor (except for abusive or operator incurred damage which could have been avoided by referring to instructional manual) for a period of **one year for all items** after date of delivery and installation to provide SBBC with an “**on-site**” warranty. In the event a dispute on requested repairs between school/department/center and the bidder, the decision of the Owner (SBBC) shall be final and binding on both parties.

Awardee(s) may or may not include manufacturer’s warranty; however, it will be the responsibility of the awardee(s) to warrant all new purchases for **one year “on-site”** after date of delivery and installation at no additional charge to SBBC. **Failure to furnish full one-year warranty as specified shall result in disqualification of bid submitted.**

16. **DEFINITIONS FOR MARQUEE SIGN WORK:**
- A. “**Replace**” indicates that the sign structures are to be completely replaced, including column structure and foundation. These must be permitted by the State of Florida and comply with the design criteria of all current and applicable building codes, including those that address structural design in high wind zones. **PERMITS MUST BE OBTAINED FOR ALL SIGNS BEING REPLACED.** All shipping, drawings, permits, electrical work, from and including the junction box at the base of the sign and all labor necessary for the installation must be included. Mitigation is achieved through full compliance with all codes and standards for all work in the contract.
- B. “**Partial Replacement**” indicates replacement of the sign body, but not the column structure or foundation of a sign and that the sign body meets the same design criteria as the signs that are to be replaced. All shipping, drawings, permits, electrical work, from and including the junction box at the base of the sign and all labor necessary for the installation must be included. **PERMITS MUST BE OBTAINED FOR ALL SIGNS BEING PARTIALLY REPLACED.** Mitigation is achieved through full compliance with all codes and standards for all work in the contract.
- C. “**Repair**” indicates repair/replacement of only the damaged parts of the sign body to its pre-hurricane condition. All shipping, drawings, permits, electrical work, from and including the junction box at the base of the sign and all labor necessary for the installation must be included. There is no mitigation for the signs to be repaired.
17. **CHANGE ORDERS:** No change notices for additional work or at an additional cost will be issued unless as specified in Special Condition 18.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
PRE-APPROVAL OF MARQUEE SIGN PROVIDERS

SECTION 4, SPECIAL CONDITIONS (Continued)

18. **CONCEALED DAMAGE:** It is possible that there may be concealed underground damage to some of the existing marquee signs. If the awardee(s) performing the work find this to be the case, then a call must be made to the District Safety office at 754 321-4200. An SBBC representative will be sent to survey the damage and request a revised quote to perform the necessary work to replace, partially replace or repair the sign.
19. **OBSELETE MARQUEE SIGNS:** In a case where “REPAIR” is being requested, some of the marquee signs may be aged to the point that repair parts are no longer available. If awardee(s) find this to be the case, then the requesting school, department or center must be contacted and informed that parts are no longer available. A quote will then be required for a partial or total sign replacement.
20. **LICENSING, EXPERIENCE AND TRAINING:** In order to be eligible for award, bidders must provide the following with the bid or upon request, prior to evaluation:
- A. Licensing:
 - a. Copy of a current State of Florida license showing that bidder is a Certified Electrical Sign Contractor.
 - b. Copy of a current County Occupational License from one of the 67 Florida counties.
 - B. Experience:
 - a. Provide information which shows that firm has been in business providing marquee signs for a minimum of three years. (Copies of state and local licenses will satisfy this requirement.)
 - b. Provide information which shows that firm has provided and installed a minimum of 25 signs in the last year. (Copies of signed contract, purchase orders or letters from present clients will satisfy this requirement).
 - c. Provide three references in the form of letters of recommendation from current or previous clients indicating the clients' satisfaction with the services provided. (These references should be from other than SBBC staff).
 - C. Training:
 - a. Provide an overview of the firm's training program. (A copy of a training manual will satisfy this requirement.)
21. **USE OF CONTRACT:** There is no guarantee of the number or types of marquee signs that will need to be replaced or repaired during this contract at each school or site location in Broward County.
22. **SUBCONTRACTING:** Subcontracting will not be allowed unless approved by SBBC prior to work beginning.
23. **AWARDEE(S) STAFF:** Awardee(s) shall be responsible for hiring personnel to install and repair marquee signs. This hiring shall conform to all requirements of the Federal, State and local laws including, but not limited to laws relating to minimum wages, social security, Civil Rights Act of 1964, unemployment compensation, worker's compensation and health department. It is the responsibility of the awardee(s) to make sure all staff, who will be entering on School Board property, have met the requirements of the General Condition 49, SBBC Photo Identification Badge.

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
PRE-APPROVAL OF MARQUEE SIGN PROVIDERS

SECTION 4, SPECIAL CONDITIONS (Continued)

24. **CANCELLATION/DEFAULT OF CONTRACT:** Any contract awarded as a result of this ITB may be subject to cancellation/default at any time by SBBC for one or more of the following reasons. (Also see General Conditions 22 and 23) These reasons shall include, but not be limited to:
- a. Failure to respond and schedule a service request within the mutually agreed-up time frames;
 - b. Use of service personnel that are **NOT** qualified to perform services specified by this contract;
 - c. Service personnel's unsatisfactory workmanship, unacceptable attitude or behavior of service personnel or service calls and unsatisfactory communication by service personnel and/or unacceptable appearance of service personnel;
 - d. Failure to schedule **EMERGENCY** calls for repair within mutually agreed-up time frames;
 - e. Unsatisfactory evaluation as designated by the School Principal or site representative monitoring awardee(s) performance;
 - f. In the event the awardee(s) shall cease to operate a marquee sign business awarded herein, or shall vacate or abandon said premises, or if awardees' licenses or permits expire without renewing as required.
 - g. Regardless of reason and upon giving 30 days written notice to the awardee(s).
25. **GUARANTOR OF PAYMENT OR SURETY:** Awardee(s) shall not pledge SBBC's credit or make it a guarantor of payment or surety for any contract debt, obligation, judgment, lien or any form or indebtedness. Awardee(s) further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of the contract award. Awardee(s) does not have the power or authority to bind SBBC in any promise, agreement or representation other than specifically provided for in the contract award.
26. **AGREEMENT:** This bid and corresponding award shall constitute the complete agreement between SBBC and the vendor(s). SBBC will not accept any supplementary agreement submitted with the bid or any terms and conditions that are different than those contained in this Invitation to Bid. Bids received with supplementary agreement(s) or received with terms and conditions that are different than those contained in this Invitation to Bid shall result in disqualification of bid submitted.
27. **PROJECT MANAGERS:** If will be necessary for all awardees to work with an SBBC project manager for all marquee signs which are partially or totally replaced. Permits will be required for these jobs. The project manager will oversee the work of the marquee sign awardee(s) and provide guidance as needed. **Prior to replacement work beginning**, the awardee(s) must consult with the area project manager for that location.
28. **SOLAR-POWERED SIGNS:** SBBC is very interested in using alternate energy sources. If awardee(s) firm has information relating to solar-powered signs, please submit this information with the bid or upon request.

My firm has information available relating to solar-powered signs: Yes No

VENDOR NAME: _____

KL/lc

The School Board of Broward County, Florida
PRE-APPROVAL OF MARQUEE SIGN PROVIDERS

SECTION 4, SPECIAL CONDITIONS (Continued)

COMPANY REPRESENTATIVE:
(See Special Condition 8)

Company Name
Company Representative
Street Address
City, State and Zip
Phone Number
Fax Number
Local/Toll-Free Phone Number
E-Mail Address

NOTE TO BIDDER: Review General Condition 47 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

NO YES Bidder is **not** a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

VENDOR NAME: _____
KL/lc

**SECTION 5, 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)

VENDOR NAME: _____

The School Board of Broward County, Florida
PRE-APPROVAL OF MARQUEE SIGN PROVIDERS

SECTION 5, ATTACHMENT 3

INSURANCE REQUIREMENTS

Proof of the following insurance will be furnished by the awardee to the Board by Certificate of Insurance. Such certificate must contain a provision for notification to the Board 30 days in advance of any material change in coverage or cancellation. **SBBC shall be named as an additional insured under the General Liability policy including Products Liability. Include the Bid Number on the Certificate.**

- A. General Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- B. Product Liability or Completed Operations Insurance with bodily injury limits of liability of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate.
- C. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this bid, with bodily injury limits of liability of not less than \$1,000,000 per person; and \$1,000,000 per occurrence and property damage limits of not less than \$1,000,000.
- D. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. 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.

Prior to the commencement of any work the awardee must provide SBBC Supply Management and Logistics Department with a Certificate of Insurance which is evidence of the above coverage and with SBBC named as an additional insured.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with General Condition 5.

See also General Conditions 12 and 20.

VENDOR NAME: _____

KL/lc

SECTION 6, 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/RFP Due Date established within, to:

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

This information will help The School Board of Broward County, Florida in the preparation of future Bids and RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____

KL/lc