

The School Board of Broward County, Florida
Purchasing Department

Bid No.: <u>23-150B</u>	Board Meeting: <u>AUGUST 5, 2003</u>
Description: <u>CUSTODIAL CHEMICALS</u>	Bids Sent: <u>150</u> Bids Rec'd: <u>20</u> No Bids: <u>9</u>
<u>TERM CONTRACT</u>	Bid Opening: <u>MAY 15, 2003</u>
For: <u>WAREHOUSE</u>	Advertised Date: <u>DECEMBER 17, 2002</u>
(School/Department)	
Fund: <u>DEPARTMENT'S OPERATING BUDGET</u>	Award Amount: <u>\$2,750,000 (PER CONTRACT PERIOD)</u>

POSTING OF BID RECOMMENDATION/TABULATION:

Department on JUNE 19, 2003 @ 3:00 P.M.

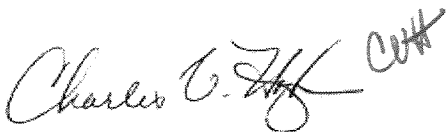
Bid Recommendations and Tabulations will be posted in the Purchasing Department on JUNE 19, 2003 @ 3:00 P.M., and will remain posted for 72 hours. Any person desiring to protest the Bid Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Purchasing, 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."

RECOMMENDATION/TABULATION

	<u>ITEM(S) AWARDED</u>
CROWN SANITARY SUPPLY, INC.	ITEMS: 6, 20
ENVIRONMENTAL MANAGEMENT SUPPLIES, INC.	ITEM: 25 (Environmental Management Supplies/Meterpack, Inc.)
FLORIDA SANITARY SUPPLIERS	PRIMARY: ITEM 21 ITEM 25: (Bio Safety USA)
* IDEAL SUPPLY, INC. (HISPANIC AMERICAN M/WBE: OAKLAND PARK, FL)	ITEMS: 7, 11 PRIMARY: ITEM 14 1 ST ALTERNATE: ITEM 5
* INTEGRAL SANITARY SOLUTIONS (AFRICAN AMERICAN M/WBE: MIAMI, FL)	PRIMARY: ITEM 4
NATIONAL CHEMICAL LABORATORIES, INC.	ITEMS: 1, 15 PRIMARY: ITEM 3 1 ST ALTERNATE: ITEM 3
* PERFECT PRODUCTS COMPANY (WHITE FEMALE M/WBE: WEST PALM BEACH, FL)	ITEM: 16
PURITAN SERVICES	ITEM: 17
* REX CHEMICAL CORPORATION (HISPANIC AMERICAN M/WBE: MIAMI, FL)	ITEM: 19
* SOUTH FLORIDA JANITORIAL & POOL SUPPLY (WHITE FEMALE M/WBE: RIVIERA BEACH, FL)	ITEM: 12 PRIMARY: ITEM 5 1 ST ALTERNATE: ITEMS 4, 14,

CONTINUED

By:



(Buyer/Purchasing Agent)

Date: 6/10/03

UNISOURCE

WEXFORD LABS, INC.

ITEM(S) AWARDED

1ST ALTERNATE: ITEM 21

ITEM: 2

* CERTIFIED M/WBE VENDOR

BID ITEMS 1 AND 2: RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDERS MEETING SPECIFICATIONS, TERMS AND CONDITIONS.

BID ITEMS 3 AND 4: IN ORDER TO MEET THE NEEDS OF THE SCHOOL SYSTEM AND IN THE BEST INTEREST OF THE SCHOOL BOARD, THE ABOVE ITEM IS RECOMMENDED TO BE AWARDED TO THE BIDDERS LISTED. THE LOW BIDDER WILL BE THE SCHOOL BOARD'S PRIMARY VENDOR. IF THE LOW BIDDER IS UNABLE TO MEET THE BID REQUIREMENTS, THEN THE NEXT BIDDER WILL BE UTILIZED.

BID ITEMS 5, 6, 7, 11, 12, 14, 15, 16, 17, 19, 20, 21 AND 25: RECOMMEND A MULTIPLE AWARD BE MADE TO THE ABOVE BIDDERS WHO OFFERED A SINGLE FIXED PERCENTAGE DISCOUNT AND OTHERWISE COMPLIED WITH THE SPECIFICATIONS, TERMS AND CONDITIONS OF THE BID.

BID ITEMS 9, 10, 13, 18, 22, 23 AND 24: NO BIDS WERE RECEIVED FOR THESE ITEMS. IT IS RECOMMENDED THAT THESE ITEMS BE PURCHASED ACCORDING TO STANDARD PURCHASING POLICIES AND PROCEDURES.

BID ITEM 8: NO ACCEPTABLE BIDS WERE RECEIVED FOR THIS ITEM. IT IS RECOMMENDED THAT THESE ITEMS BE PURCHASED ACCORDING TO STANDARD PURCHASING POLICIES AND PROCEDURES.

IT IS RECOMMENDED THAT FOR THE REASONS STATED ON THE ATTACHED BID REJECTION SHEETS, THE BIDS AS STATED, EITHER IN THEIR ENTIRETY OR FOR THE PARTICULAR ITEM LISTED, BE REJECTED FOR NOT COMPLYING WITH BID REQUIREMENTS.

CONTRACT PERIOD: AUGUST 5, 2003 THROUGH OCTOBER 31, 2005

BID NUMBER	23-150B	OPEN DATE	5/15/03	BUYER	CHARLES HIGH
BID TITLE	CUSTODIAL CHEMICALS TERM CONTRACT				

REMARKS:
 BID DRAFT WAS APPROVED BY: VINCE SZENTADORJANY, NORTH AREA CUSTODIAL SUPERVISOR, DISTRICT MAINTENANCE; BOB MATEOVIC, CENTRAL AREA CUSTODIAL SUPERVISOR, DISTRICT MAINTENANCE; ROB CROSBY, SOUTH AREA CUSTODIAL SUPERVISOR, DISTRICT MAINTENANCE.
 BIDS RECEIVED WERE EVALUATED BY: VINCE SZENTADORJANY, NORTH AREA CUSTODIAL SUPERVISOR AND CHARLES HIGH, PURCHASING AGENT III, PURCHASING DEPARTMENT
 RECOMMEND THE AWARD BE MADE TO THE ABOVE BIDDERS MEETING SPECIFICATIONS, TERMS & CONDITIONS.

BID NUMBER	23-150B	OPEN DATE	05/15/03	BUYER	CHARLES HIGH
BID TITLE	CUSTODIAL CHEMICALS TERM CONTRACT				

REMARKS:

BID NUMBER	23-150B	OPEN DATE	05/15/03	BUYER	CHARLES HIGH
BID TITLE	CUSTODIAL CHEMICALS TERM CONTRACT				

REMARKS:

THE SCHOOL BOARD OF BROWARD COUNTY
BID TABULATION SHEET

BID NUMBER	23-150B	OPEN DATE	05/15/03	BUYER	CHARLES HIGH
BID TITLE	CUSTODIAL CHEMICALS TERM CONTRACT				

[illegible]

REMARKS:

23-150B
Custodial Chemicals
Bid Rejection Sheet

Reject bids received for the following reasons. Evaluation of bids ceased upon discovery that the item offered did not meet the specifications as described on the Bid Specification Sheet and/or Special Conditions of the bid. There may be other reasons for rejection.

Item 2

Reject bid from Pride Enterprises. Special Condition 1 states for those bid items which are not listed on FSPMA's Certified Products List (CPL) must be tested by an "independent" testing laboratory indicating that the product offered completely meets FSPMA bid item specifications. Testing results, indicating compliance to FSPMA's bid item specification, must be submitted with the bid or upon request to SBBC Purchasing Department. Failure of the bidder to provide this information or testing results from an "independent" testing laboratory, as requested, shall result in disqualification of bid item. Bidder was faxed a letter on May 20, 2003 requesting testing results of the product offered. Bidder faxed back to the Purchasing Department on May 20, 2003 indicating that Pride is unable to supply certifications, letters and test results for this bid item.

Reject bid from Minuteman Int'l – Multi-Clean. Special Condition 1 states for those bid items which are not listed on FSPMA's Certified Products List (CPL) must be tested by an "independent" testing laboratory indicating that the product offered completely meets FSPMA bid item specifications. Testing results, indicating compliance to FSPMA's bid item specification, must be submitted with the bid or upon request to SBBC Purchasing Department. Failure of the bidder to provide this information or testing results from an "independent" testing laboratory, as requested, shall result in disqualification of bid item. Bidder was faxed a letter on May 20, 2003 requesting testing results of the product offered. Bidder faxed back to the Purchasing Department on May 27, 2003 indicating that Minuteman Int'l – Multi Clean is unable to supply certifications, letters and test results for this bid item.

Item 4

Reject bid from Resource One. Special Condition 1 states for those bid items which are not listed on FSPMA's Certified Products List (CPL) must be tested by an "independent" testing laboratory indicating that the product offered completely meets FSPMA bid item specifications. Testing results, indicating compliance to FSPMA's bid item specification, must be submitted with the bid or upon request to SBBC Purchasing Department. Failure of the bidder to provide this information or testing results from an "independent" testing laboratory, as requested, shall result in disqualification of bid item. Bidder was faxed a letter on May 20, 2003 requesting testing results of the product offered. Bidder did not submit test results as requested.

Item 7

Reject bid from A-1 All Make Vacuum. Special Condition 6 states that bidder shall furnish, for bid items 5 through 25, with the bid or upon request, one copy of their current catalog (s)/price list(s) for the bid item offered. Failure to furnish catalog(s)/price list(s) as required will result in disqualification of bid item. A letter was faxed to A-1 All Make Vacuum requesting catalog(s)/price list(s) for this bid item. Bidder did not furnish a catalog(s)/price list(s) for this bid item.

Item 8

Reject bid from A-1 All Make Vacuum. Special Condition 6 states that bidder shall furnish, for bid items 5 through 25, with the bid or upon request, one copy of their current catalog (s)/price list(s) for the bid item offered. Failure to furnish catalog(s)/price list(s) as required will result in disqualification of bid item. A letter was faxed to A-1 All Make Vacuum requesting catalog(s)/price list(s) for this bid item. Bidder did not furnish a catalog(s)/price list(s) for this bid item.

Item 12

Reject bid from A-1 All Make Vacuum. Special Condition 6 states that bidder shall furnish, for bid items 5 through 25, with the bid or upon request, one copy of their current catalog (s)/price list(s) for the bid item offered. Failure to furnish catalog(s)/price list(s) as required will result in disqualification of bid item. A letter was faxed to A-1 All Make Vacuum requesting catalog(s)/price list(s) for this bid item. Bidder did not furnish a catalog(s)/price list(s) for this bid item.

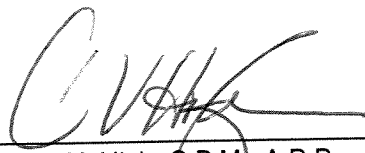
Item 25

Reject bid from A-1 All Make Vacuum. Special Condition 6 states that bidder shall furnish, for bid items 5 through 25, with the bid or upon request, one copy of their current catalog (s)/price list(s) for the bid item offered. Failure to furnish catalog(s)/price list(s) as required will result in disqualification of bid item. A letter was faxed to A-1 All Make Vacuum requesting catalog(s)/price list(s) for this bid item. Bidder did not furnish a catalog(s)/price list(s) for this bid item.

Bids received were evaluated by:



Vince Szentadorjany
North Area Custodial Supervisor
District Maintenance Department



Charles V. High, C.P.M., A.P.P.
Purchasing Agent III
Purchasing Department

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5. BID SUMMARY SHEET

**UNIT
PRICE**

ITEM 1: 800 Cases (WHSE485160011) (W84003)
ALL-PURPOSE CLEANER.
Secondary Labels Required. See Specification B.2.

NATIONAL CHEMICAL LABS

As per attached specifications. For approved brands, see
bid specifications.

\$13.08 /case
(for ordering purposes only)

Manufacturer: National Chemical Labs

Brand Offered: Nu-Kleen

FSPMA SPEC PRODUCT

Product Number: 3153

Minimum Shipment: 100
(must not exceed 100 cases)

Delivery Time (days ARO): 7

**ITEM 1 WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
400,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED ALL PURPOSE CLEANER (Divide unit price per case of four one-gallon containers by 512 ounces)	<u>\$.025547</u> /ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION (See Special Condition 16)	<u>1</u> /ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	<u>\$.025547</u> /gallon of (C) solution
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	400,000 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 400,000 GALLONS OF SOLUTION (Multiply C x D)	<u>\$ 10,218.80</u> (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: NATIONAL CHEMICAL LABS
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**UNIT
PRICE**

ITEM 2: 550 Cases

(WHSE48537____) (W84013)
DISINFECTANT DETERGENT.
Secondary Labels Required. See Specification B.2.

\$51.22 /case
(for ordering purposes only)

As per attached specifications. For approved brands,
see bid specifications.

WEXFORD LABS

Manufacturer's Name: Wexford Labs

FSPMA SPEC PRODUCT

Brand Name: Wex-Cide 128

Product Number: 2110

Minimum Shipment: 75
(must not exceed 75 cases)

Delivery Time (days ARO): 10 days

**ITEM 2 WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
75,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED DISINFECTANT DETERGENT (Divide unit price per case of four one-gallon containers by 512 ounces)	\$ <u>.100039</u> /ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION (See Special Condition 16)	<u>1</u> /ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	\$ <u>.100039</u> /gallon of (C) solution
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	75,000 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 75,000 GALLONS OF SOLUTION (Multiply C x D)	\$ <u>7,502.92</u> (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: WEXFORD LABS
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

PRIMARY

**UNIT
PRICE**

ITEM 3: (TO BE AWARDED AS A GROUP)

A. 6400 each (WHSE485540003) (W84008)
**FLOOR FINISH, WATER EMULSION TYPE, DETERGENT
RESISTANT**
As per attached specifications. For approved brands, see
bid specifications. Note: Container means one multiple
gallon container or one multiple gallon bag-in-a-box carton.

Manufacturer's Name: National Chemical Labs

Brand Name: "One" Labor Saving Sealer/Finish

Product Number: 0590

Type of container furnished: 5 Gallon Container

Number of gallons per container: 5

Minimum Shipment: 400
(must not exceed 400, containers)

Delivery Time (days ARO): 7

NATIONAL CHEMICAL LABS

\$ 31.50 / container
(for ordering purposes only)

FSPMA APPROVED PRODUCT

**ITEM 3A WILL BE AWARDED BASED ON THE TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VINYL
COMPOSITION TILE (VCT) FLOORING WITH ONE COAT.**

- | | |
|---|-----------------------------------|
| A. COST PER GALLON OF FLOOR FINISH
(Container price ÷ [number of gallons in container]) | \$ <u>6.300000</u> /gallon
(A) |
| B. NUMBER OF GALLONS REQUIRED TO COVER 1,000 SQUARE FEET OF
FLOORING WITH ONE COAT OF FINISH. | <u>.330000</u> /gallons
(B) |
| C. ESTIMATED NUMBER OF SQUARE FEET TO BE COVERED WITH ONE COAT. | 30,000,000 sq ft
(C) |
| D. NUMBER OF GALLONS REQUIRED TO COVER 30,000,000 SQUARE FEET OF
VCT FLOOR WITH ONE COAT OF FLOOR FINISH. (Multiply B x C [÷ 1,000]) | <u>9,900.00</u>
(D) |
| E. TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VCT FLOORING WITH
ONE COAT OF FLOOR FINISH.
(Multiply A x D) | \$ <u>62,370.00</u>
(E) |

BIDDERS MUST FILL IN ALL BLANKS (A, B, D AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: NATIONAL CHEMICAL LABS
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

PRIMARY

ITEM 3 (Continued): (TO BE AWARDED AS A GROUP)

**UNIT
PRICE**

B. 1250 Containers (WHSE485500014) (W84010)
DETERGENT, SYNTHETIC, GENERAL PURPOSE
As per attached specifications. For approved brands
see bid specifications. Note: Container may be 4 one
gallon containers per case or one multiple gallon bag-in-
a-box carton.
Manufacturer's Name: National Chemical Labs
Brand Name: Nu-Kleen
Product Number: 3153
Type of container furnished: Bag-In-A-Box
Number of gallons per container: 5
Minimum Shipment: 200
(must not exceed 200 containers)
Delivery Time (days ARO): 7

\$ 15.35 /container
(for ordering purposes only)

NATIONAL CHEMICAL LABS

FSPMA APPROVED PRODUCT

**ITEM 3B WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
600,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED GENERAL PURPOSE SYNTHETIC DETERGENT (Divide unit price per container by the total number of ounces of four one-gallon containers or by the number of ounces per bag-in-a-box container)	\$ <u>.023985</u> /ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION (See Special Condition 16)	<u>1</u> /ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	\$ <u>.023985</u> /gallon of solution (C)
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	600,000 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 600,000 GALLONS OF SOLUTION (Multiply C x D)	\$ <u>14,391.00</u> (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: NATIONAL CHEMICAL LABS
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

PRIMARY

**UNIT
PRICE**

ITEM 3 (Continued): **(TO BE AWARDED AS A GROUP)**

C. 2,875 Containers (WHSE485550012) (W84009)
**FLOOR FINISH REMOVER, WATER EMULSION TYPE
FOR FLOOR FINISHES**
As per attached specifications. For approved brands, see
bid specifications. Note: Container may be 4 one gallon
containers per case or one multiple gallon bag-in-a-box
carton.
Manufacturer's Name: National Chemical Labs

Brand Name: Bare Bones

Product Number: 1058

Type of container furnished: Bag-In-A-Box

Number of gallons per container: 5

Minimum Shipment: 300
(must not exceed 300 containers)

Delivery Time (days ARO): 7

\$ 26.75 /container
(for ordering purposes only)
NATIONAL CHEMICAL LABS

FSPMA APPROVED PRODUCT

**ITEM 3C WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
100,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED FLOOR FINISH REMOVER (Divide unit price per container by the total number of ounces of four one-gallon containers or by the number of ounces per bag-in-a-box container)	<u>\$.041797</u> /ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION (See Special Condition 16)	<u>13</u> /ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	<u>\$.543361</u> /gallon of (C) solution
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	100,000 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 100,000 GALLONS OF SOLUTION (Multiply C x D)	<u>\$ 54,336.10</u> (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

TOTAL BID ITEM 3 (A - C INCLUSIVE) **\$ 131,097.10**
(ADD TOTAL COSTS FOR 3A, 3B AND 3C)

VENDOR NAME: NATIONAL CHEMICAL LABS
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

1st. ALTERNATE

**UNIT
PRICE**

ITEM 3: (TO BE AWARDED AS A GROUP)

A. 6400 each (WHSE485540003) (W84008)
**FLOOR FINISH, WATER EMULSION TYPE, DETERGENT
RESISTANT**
As per attached specifications. For approved brands, see
bid specifications. Note: Container means one multiple
gallon container or one multiple gallon bag-in-a-box carton.
NATIONAL CHEMICAL LABS
\$ 28.40 / container
(for ordering purposes only)
Manufacturer's Name: National Chemical Labs
Brand Name: "One Coat 25" High Gloss Floor Finish
Product Number: 0510
Type of container furnished: 5 gallon container (plastic)
Number of gallons per container: 5 gallons
Minimum Shipment: 400
(must not exceed 400, containers)
Delivery Time (days ARO): 7

**ITEM 3A WILL BE AWARDED BASED ON THE TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VINYL
COMPOSITION TILE (VCT) FLOORING WITH ONE COAT.**

A. COST PER GALLON OF FLOOR FINISH (Container price ÷ [number of gallons in container])	\$ 5.680000 /gallon (A)
B. NUMBER OF GALLONS REQUIRED TO COVER 1,000 SQUARE FEET OF FLOORING WITH ONE COAT OF FINISH.	.330000 /gallons (B)
C. ESTIMATED NUMBER OF SQUARE FEET TO BE COVERED WITH ONE COAT.	30,000,000 sq ft (C)
D. NUMBER OF GALLONS REQUIRED TO COVER 30,000,000 SQUARE FEET OF VCT FLOOR WITH ONE COAT OF FLOOR FINISH. (Multiply B x C [÷ 1,000])	9,900.00 (D)
E. TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VCT FLOORING WITH ONE COAT OF FLOOR FINISH. (Multiply A x D)	\$ 56,232.00 (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, D AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: NATIONAL CHEMICAL LABS
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)
FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP

1st. ALTERNATE

ITEM 3 (Continued): (TO BE AWARDED AS A GROUP)

**UNIT
PRICE**

B. 1250 Containers (WHSE485500014) (W84010)
DETERGENT, SYNTHETIC, GENERAL PURPOSE
As per attached specifications. For approved brands
see bid specifications. Note: Container may be 4 one
gallon containers per case or one multiple gallon bag-in-
a-box carton.
Manufacturer's Name: National Chemical Labs
Brand Name: Horizon 256
Product Number: 3171
Type of container furnished: Bag-In-A-Box
Number of gallons per container: 5
Minimum Shipment: 200
(must not exceed 200 containers)
Delivery Time (days ARO): 7

\$ 21.20 /container
(for ordering purposes only)
NATIONAL CHEMICAL LABS

**ITEM 3B WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
600,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED GENERAL PURPOSE SYNTHETIC DETERGENT (Divide unit price per container by the total number of ounces of four one-gallon containers or by the number of ounces per bag-in-a-box container)	<u>\$.033125</u> /ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION (See Special Condition 16)	<u>.5</u> /ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	<u>\$.016563</u> /gallon of solution (C)
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	600,000 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 600,000 GALLONS OF SOLUTION (Multiply C x D)	<u>\$ 9.937.80</u> (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: NATIONAL CHEMICAL LABS
CH/lr

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

1st. ALTERNATE

ITEM 3 (Continued): (TO BE AWARDED AS A GROUP)

**UNIT
PRICE**

C. 2,875 Containers (WHSE485550012) (W84009)
**FLOOR FINISH REMOVER, WATER EMULSION TYPE
FOR FLOOR FINISHES**
As per attached specifications. For approved brands, see
bid specifications. Note: Container may be 4 one gallon
containers per case or one multiple gallon bag-in-a-box
carton.
Manufacturer's Name: National Chemical Labs

Brand Name: Bare Bones HD

Product Number: 3257

Type of container furnished: Bag-In-A-Box

Number of gallons per container: 5

Minimum Shipment: 300
(must not exceed 300 containers)

Delivery Time (days ARO): 7

NATIONAL CHEMICAL LABS

\$ 26.45 /container
(for ordering purposes only)

**ITEM 3C WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
100,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED FLOOR FINISH REMOVER (Divide unit price per container by the total number of ounces of four one-gallon containers or by the number of ounces per bag-in-a-box container)	\$ <u>.041329</u> /ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION (See Special Condition 16)	<u>16</u> /ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	\$ <u>.661264</u> /gallon of (C) solution
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	100,000 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 100,000 GALLONS OF SOLUTION (Multiply C x D)	\$ <u>66,126.40</u> (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

TOTAL BID ITEM 3 (A - C INCLUSIVE) \$ 132,296.20
(ADD TOTAL COSTS FOR 3A, 3B AND 3C)

VENDOR NAME: NATIONAL CHEMICAL LABS
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

PRIMARY

<u>ITEM 4:</u>	2,400 quarts	(WHSE485260002) (W84012) TOILET BOWL CLEANER, NON-ACID As per attached specifications. For approved brands, see bid specifications.	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
			INTEGRAL SANITARY SOLUTIONS	
		Manufacturer's Name: <u>SPARTAN CHEMICAL</u>	<u>\$ 1.18</u>	/qt <u>\$ 2,832.00</u>
		Brand Offered: <u>NABC</u>		
		Product Number: <u>7116</u>		
		Minimum Shipment: <u>200</u> (must not exceed 200 quarts)		
		Delivery Time (days ARO): <u>2 days</u>		

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

1st. ALTERNATE

<u>ITEM 4:</u>	2,400 quarts	(WHSE485260002) (W84012) TOILET BOWL CLEANER, NON-ACID As per attached specifications. For approved brands, see bid specifications.	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
			SOUTH FLORIDA JANITORIAL & POOL SUPPLY	
		Manufacturer's Name: <u>FRANKLIN</u>	<u>\$1.19</u>	/qt <u>\$ 2,856.00</u>
		Brand Offered: <u>Hi-Genic</u>		
		Product Number: <u>192</u>		
		Minimum Shipment: <u>200 quarts</u> (must not exceed 200 quarts)		
		Delivery Time (days ARO): <u>5</u>		

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

	<u>NAME:</u>	<u>SINGLE FIXED PERCENTAGE DISCOUNT</u>
<u>ITEM 5:</u>	BETCO Delivery: <u>30</u> days ARO PRIMARY - SOUTH FLORIDA JANITORIAL 1ST ALT - IDEAL SUPPLY	PRIMARY <u>42%</u> 1ST ALTERNATE 35%
<u>ITEM 6:</u>	BUCKEYE INTERNATIONAL Delivery: <u>30</u> days ARO	<u>25%</u> CROWN SANITARY SUPPLY
<u>ITEM 7:</u>	CDC PRODUCTS Delivery: <u>30</u> days ARO	<u>40%</u> IDEAL SUPPLY
<u>ITEM 8:</u>	COMPLIANCE SPECIALISTS Delivery: _____ days ARO	<u>NO AWARD</u> %
<u>ITEM 9:</u>	ECO-CONCEPTS Delivery: _____ days ARO	<u>NO BID</u> %
<u>ITEM 10:</u>	ECOLAB Delivery: _____ days ARO	<u>NO BID</u> %
<u>ITEM 11:</u>	ESSENTIAL INDUSTRIES Delivery: <u>30</u> days ARO	<u>32%</u> IDEAL SUPPLY
<u>ITEM 12:</u>	FRANKLIN PRODUCTS Delivery: <u>30</u> days ARO	<u>42%</u> SOUTH FLORIDA JANITORIAL
<u>ITEM 13:</u>	GOLD COAST CHEMICAL Delivery: _____ days ARO	<u>NO BID</u> %
<u>ITEM 14:</u>	MICRO-BEST Delivery: _____ days ARO PRIMARY - IDEAL SUPPLY 1ST ALT - SOUTH FLORIDA JANITORIAL	(P) <u>25%</u> (1st Alt) 10

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

	<u>NAME:</u>	<u>SINGLE FIXED PERCENTAGE DISCOUNT</u>
<u>ITEM 15:</u>	NATIONAL CHEMICAL LABORATORIES Delivery: <u>30</u> days ARO	<u>40</u> %
<u>ITEM 16:</u>	PERFECT PRODUCTS Delivery: <u>30</u> days ARO	<u>20</u> %
<u>ITEM 17:</u>	PURITAN SERVICES Delivery: <u>30</u> days ARO	<u>20</u> %
<u>ITEM 18:</u>	PURITY PRODUCTS Delivery: _____ days ARO	<u>NO BID</u> %
<u>ITEM 19:</u>	REX CHEMICAL Delivery: <u>30</u> days ARO	<u>40</u> %
<u>ITEM 20:</u>	S.C. JOHNSON CROWN SANITARY SUPPLY Delivery: <u>30</u> days ARO	<u>31</u> %
<u>ITEM 21:</u>	SPARTAN CHEMICAL PRIMARY - FLORIDA SANITARY 1ST ALT - UNISOURCE Delivery: <u>30</u> days ARO	PRIMARY <u>40</u> % 1ST ALT <u>36</u>
<u>ITEM 22:</u>	THEOCHEM Delivery: _____ days ARO	<u>NO BID</u> %
<u>ITEM 23:</u>	WEXFORD LABORATORIES Delivery: _____ days ARO	<u>NO BID</u> %
<u>ITEM 24:</u>	ZEP MANUFACTURING Delivery: _____ days ARO	<u>NO BID</u> %
<u>ITEM 25:</u>	ADDITIONAL MANUFACTURER/COMPANY'S NAME:	
	A) BIOSAFETY USA (FLORIDA SANITARY) B) ENVIRONMENT MGMT SUPP. A) <u>33</u> % METERPACK, INC. B) <u>10</u>	
	Delivery: <u>30</u> days ARO	

VENDOR NAME: _____

CH/lr

23-150B
Custodial Chemicals

Statement of No Bid Summary

Number of Bidders submitting "No" Bid Statements: 9

The following is a summary of the reasons, submitted by Bidders, for not submitting bids in response to this Invitation to Bid:

√	Summary of Bidders Reasons for "NO" Bid:
	Unable to comply with product or service specifications.
x	Unable to comply with scope of work.
X	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.
	Could not bid competitive prices
	Being bid by their subsidiary
X	Unable to bid at this time
X	Unable to provide lab testing for supplies as per amendment



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 954-765-6120

DONNIE CARTER
Director of Purchasing

April 9, 2003

ADDENDUM NO. 3
Bid 23-150B
CUSTODIAL CHEMICALS

CALLED FOR: MAY 15, 2003, 2:00 PM

TO ALL BIDDERS:

This Addendum amends the above referenced bid in the following particulars only:

1. This is a reminder, to all bidders, that independent laboratory testing of your products, for this bid solicitation, must be completed **on or before May 15, 2003**. Along with the actual testing results submitted, your laboratory must state if your product meets the current FSPMA specifications of the bid item offered. A letter will be faxed to your company requesting your test results within five days of request after the bid opening. A bidder who fails to submit their test reports within the time requested will not be considered for award.
2. FSPMA has made some revisions to their specifications, since the bid was distributed, for the following items – All-Purpose Cleaner, Disinfectant Detergent, Floor Finish-Water Emulsion Type, Detergent – Synthetic General Purpose, Floor Finish Remover and Toilet Bowl Cleaner – Non-Acid. **It is the bidder's responsibility** to make sure that their products are tested to the current revision from FSPMA's website – www.fspma.org. Current revision of the bid item will be based upon the opening date of the bid. Failure to have the bid item tested to the current revision will cause for rejection of bid item.
3. A question was received late, but this question is important for everyone to understand for this bid. Amend Special Condition 4, second paragraph, to read: Questions received after this date **may not** be answered.

Question: In reference to the Floor Finish Remover, specification is to conform to the FSPMA CC-29, current revision, and the testing is done per ASTM-D-1792. This test is performed with 2 coats of Floor Finish. SBBC Bid Specification requires a minimum of 7 coats. We are making reference to this because dilution ratios for removing 2 coats as per the testing is different that the dilution ratio for removing 7 coats.

Answer: The two coat statement is specifically related to compliance with FSPMA's chemical specification/testing. The appropriate dilution should be stated on the side of the box for heavy soil for the lab to test. (Reference Bid Specifications for Item 1 (A.5), 2 (A.5), 3 (A.5)) The seven coat statement specifically relates to the remover's ability to perform its assigned task in the field. The support provided by the manufacturer, to our SBBC locations, should relay the dilution rate or process used for the remover to be successful for removing seven coats of floor finish from our floors – not a test tile at a chemical testing lab which only requires two coats. Remember, these are two separate requirements: 1) Lab Testing (Chemical adherence to the FSPMA chemical specification) 2) Field Performance (Chemical's ability to actually perform the desired task in the field during a single application – Special Condition 21).

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the Initiation to Bid Form 3270D, bidder certifies acceptance of this Addendum.

Sincerely,

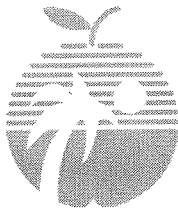
Charles V. High, C.P.M., A.P.P.
Purchasing Agent III

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BENJAMIN J. WILLIAMS

DR. FRANK TILL
Superintendent of Schools

CVH/mh



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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DONNIE CARTER
Director of Purchasing

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BENJAMIN J. WILLIAMS

February 19, 2003

ADDENDUM NO. 2 Bid 23-150B CUSTODIAL CHEMICALS

TO ALL BIDDERS:

DR. FRANK TILL
Superintendent of Schools

This Addendum amends the above referenced bid in the following particulars only:

1. The bid opening date has been changed to **May 15, 2003**. Bids must be received in the Purchasing Department **on or before 2:00 P.M. on May 15, 2003**. If bidding other than FSPMA approved chemicals, this length of time should give bidders an opportunity to have their products tested at an independent testing laboratory for Bid Items 1 through 4. (See Special Condition 1)
2. The posting date of the Award Recommendation has been changed to **June 19, 2003 at 3:00 P.M.**
3. Attached to this Addendum are responses to questions received.
4. Correct page numbering from 31 Pages to 32 Pages.
5. **Delete Pages:** 6 of 31 Pages, 7 of 31 Pages, 9 of 31 Pages, 10 of 31 Pages, 12 of 31 Pages, 13 of 31 Pages, 16 of 31 Pages, 17 of 31 Pages, 18 of 31 Pages, 19 of 31 Pages, 20 of 31 Pages, 21 of 31 Pages, 23 of 31 Pages, 24 of 31 Pages, 25 of 31 Pages, 26 of 31 Pages, 27 of 31 Pages, 30 of 31 Pages

Insert Pages: 6 of 32 Pages **-REVISED-**, 7 of 32 Pages **-REVISED-**, 9 of 32 Pages **-REVISED-**, 10 of 32 Pages **-REVISED-**, 12 of 32 Pages **-REVISED-**, 13 of 32 Pages **-REVISED-**, 16 of 32 Pages **-REVISED-**, 17 of 32 Pages **-REVISED-**, 18 of 32 Pages **-REVISED-**, 19 of 32 Pages **-REVISED-**, 20 of 32 Pages **-REVISED-**, 21 of 32 Pages **-REVISED-**, 22A of 32 Pages, 23 of 32 Pages **-REVISED-**, 24 of 32 Pages **-REVISED-**, 25 of 32 Pages **-REVISED-**, 26 of 32 Pages **-REVISED-**, 27 of 32 Pages **-REVISED-**, 30 of 32 Pages **-REVISED-**.

It is required that receipt of this addendum be acknowledged by executing it and attaching the entire Addendum to your bid or, if bid has already been submitted, return it in a separate envelope in time for bid opening. **No bid will be considered unless this Addendum is completed, executed and the addendum returned in time for bid opening.** Please indicate bid number and opening date on the envelope.

Sincerely,

Charles V. High, C.P.M., A.P.P.
Purchasing Agent III

RECEIPT OF ADDENDUM ACKNOWLEDGED: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

QUESTIONS RECEIVED FOR 23-150B:

1. Packaging for Items 1 and 2 is requested in gallons, but the Bid Specification B.2 states labels are required for each bag-in-a-box carton". Is this correct?

Answer: Bidder is to package the product as required by the bid specifications for these items. Box-in-a-box was typed in error for these items. Revised sheets are attached to this Addendum with correct packaging.

2. Are products that have been previously used within the SBBC system approved for Bid 23-150B?

Answer: For Bid Items 1 through 4 only FSPMA products or products meeting FSPMA specifications are approved. Previously used products can still be used for Bid Items 5 through 25 pending MSDS approval by SBBC, Risk Management Department or SBBC designee.

3. Are all products required to be tested by FSPMA?

Answer: Not all products are required to be tested for this bid at this time due to the backlog of testing at the FSPMA laboratory. Only Bid Items 1 through 4 must be tested through FSPMA laboratory or through an independent testing laboratory indicating that the product completely meets the FSPMA specification for that bid item. Bidders need to start having their products tested through FSPMA laboratory for future bids.

4. We do not have enough time to have our products tested by FSPMA, what do we do?

Answer: See Special Conditions 1 and 15 which have been revised and attached to this Addendum.

5. Are products that have been used by SBBC going to be "grand-fathered" into this bid due to the time constraints created by FSPMA's backlog of testing?

Answer: For Bid Items 1 through 4, no. See Special Condition 1 and 15 which have been revised and attached to this Addendum.

6. Training at each school site, for example, would require a full time employee to meet these requirements. How about providing CD's, videos or area training seminars?

Answer: Training requirements are as specified in the bid.

7. How do I find out if our products are on the certified products list?

Answer: The Certified Products List is listed on FSPMA's web site. <http://www.fspma.org>

VENDOR NAME: _____

CH/lr

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 new **CUSTODIAL CHEMICALS** as specified herein. Unit price, for **Bid Items 1 through 4** shall be all inclusive to include all bid specification requirements, delivery, all shipping costs and be shipped F.O.B. Destination. All deliveries will be made to the **Central Warehouse, 3800 NW 10th Avenue, Ft. Lauderdale, Florida 33309**. SBBC personnel will unload.

In order to provide safe and effective cleaning products to the School District, SBBC has approved the use of Florida Schools Plant Management Association's (FSPMA) specifications and certified products list as a means of standardizing cleaning products. For **Bid Items 1 through 4**, bids will be accepted on FSPMA's certified products as indicated on their current certified products list or products, not listed on FSPMA's certified products list, must be tested by an "independent" testing laboratory indicating that the product offered completely meets FSPMA bid item specifications. The term "independent" shall mean a testing laboratory not connected or related to the manufacturer or bidder. Testing results, indicating compliance to FSPMA's bid item specification, must be submitted with the bid or upon request to SBBC Purchasing Department. Failure of the bidder to provide this information or testing results from an "independent" testing laboratory, as requested, shall result in disqualification of bid item. For information on FSPMA, their web site address is <http://www.fspma.org>.

2. **TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through October 31, 2005**. Bids will not be considered for a shorter period of time. All prices quoted for **Bid Items 1 through 4** must be firm throughout the contract period. For **Bid Items 5 through 23** percentage discount shall be firm throughout the contract period.
3. **AWARD (For Bid Items 1 through 4):** In order to meet the needs of the school system and SBBC, each **ITEM OR GROUP**, as indicated on the Bid Summary Sheet, shall be awarded up to the two lowest responsive and responsible bidders meeting specifications, terms and conditions. The lowest awardee in an item or group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second bidder if: a) the lowest bidder cannot comply with delivery requirements or specifications; b) the lowest bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) product fails to perform its intended function; e) it is in the best interest of SBBC to do so regardless of reason.

For Bid Items 5 through 25: In order to meet the needs of the school district and in the best interest of SBBC, each item will be awarded up to two responsive and responsible bidders who offer the **greatest single fixed discount** and meet all terms, conditions and specifications. The awardee with the greatest single fixed percentage discount shall be considered the primary vendor and should receive the largest volume of orders. SBBC reserves the right to procure these goods and services from the second awardee offering the second greatest single fixed percentage discount if: a) the primary vendor cannot comply with delivery requirements or specifications; b) the primary vendor is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) product fails to perform its intended function; e) it is in the best interest of SBBC to do so regardless of reason.

After award of this bid, any bidder receiving an award who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this School Board for two years, as described in General Conditions 3, 23 and 24.

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Mr. Charles High, Purchasing Agent, Purchasing Department, (954) 765-6107 or email at chigh@purchasing.broward.k12.fl.us** 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 **Mr. High** 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 6.** Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

Any questions concerning any condition or requirement of this ITB must be received in the Purchasing Department, in writing, on or before December 13, 2002. Questions received after this date shall not be answered. Submit all questions to the attention of the individual stated above. If necessary, an addendum will be issued. 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 contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately two year(s), and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Purchasing 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 awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its bid.
6. **CATALOGS/PRICE LIST(S):** Bidder(s) shall furnish, with this bid or upon request one copy of their current catalog(s)/price list(s) for **Bid Items 5 through 25** which will indicate all items bidder can furnish and the list prices to be used for each item. Any catalogs/price lists and bid submitted for other than Custodial Chemicals will not be accepted and will be rejected. Failure to furnish catalogs and/or price lists as required will result in disqualification of bid item submitted. **Awardee(s) shall not furnish catalogs and/or price lists in relation to this bid, to any school, department or center within the School District without the permission of the Purchasing or District Maintenance Departments.**

If, during the contract period, the awardee issues replacements to the catalog(s) a copy of the replacement catalog(s)/price list(s) are to be forwarded to: SBBC Purchasing Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Failure on the part of the awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on last update received and increase will not be honored.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

12. **DELIVERY/FREIGHT:** For **Bid Items 5 through 25**, all vendors shall offer **inside delivery (F.O.B. destination)** to the various SBBC locations within Broward County. It is suggested that all delivery, handling or other costs necessary to complete an order be included in the single, fixed percentage discount quoted. Any delivery costs which are additional should be stated in detail on the Bid Requirements page in response to Question 2 and shall remain firm for the term of the contract. **Delivery or freight charge collect will not be allowed.** Delivery or freight charge shall be prepaid and added to the invoice as a separate amount.
13. **QUANTITIES:** For **Bid Items 1 through 4**, the quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period.
14. **MINIMUM SHIPMENT:** For **Bid Items 1 through 4**, Bidder should indicate, in the space provided, their minimum shipment for each bid item, which must not exceed the minimum shipment indicated. Any bid which exceeds the minimum shipment as indicated on the Bid Summary Sheets will be disqualified. A bidder who fails to specify a minimum shipment agrees to deliver the minimum shipment specified in the bid for that bid item. When requiring SBBC to purchase in multiples due to packaging, this multiple **MUST NOT** exceed the minimum shipment indicated.
- For Bid Items 5 through 25**, if bidder wishes to set a minimum order amount, they shall do so by indicating the dollar amount in the space provided on Bid Summary Sheet. Failure to specify will be considered a no minimum dollar amount.
15. **TESTING OF CHEMICALS:** For **Bid Items 1 through 4** and prior to award of this contract, testing for compliance to FSPMA specifications can either be performed through FSPMA's testing laboratory **OR** through an independent testing laboratory, selected by the bidder, certifying compliance with FSPMA bid item specifications. Bidder shall be required to issue a certified laboratory report, with the bid or upon request, indicating that the bid item meets FSPMA specifications. Failure of the bidder to submit this report with the bid or upon request shall result in disqualification of bid item.

Products in this bid may be subject to independent laboratory analysis tests in order to assure compliance with specifications. SBBC reserves the right to independently test any or all products offered by the bidder with an independent testing laboratory selected by the School Board District Maintenance Department.

After award of the contract, it is the responsibility of the awardee(s) that all awarded items continually meet the specifications of the bid during the term of this contract. Any chemical shipment may be subject to independent laboratory analysis test(s) by SBBC, District Maintenance Department, in order to determine if the product meets the specifications of the bid. Should a product fail the independent laboratory analysis test in accordance with bid specifications, awardee(s) shall be responsible for all cost(s) of the independent laboratory analysis test to SBBC and, the removal and disposal of the product. Awardee(s) shall replace the unacceptable shipment(s) at no cost to SBBC. Failure to replace any unacceptable shipment with approved product will result in default of contract. Additionally, SBBC reserves the right to submit any replacement shipment for testing. All testing costs incurred as a result of an unacceptable shipment, shall be the responsibility of the awardee(s). If any shipment is found to not be in compliance with specifications or bid requirements more than twice during the term of the contract, SBBC will cease to purchase the product for the duration of the term of the contract.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

16. **DILUTION RATE AND CONTROL:** Dilution rate, as stated by the bidder on the Bid Summary Sheets, shall be based upon manufacturer's recommended dilution ratio for heavy cleaning. When a range of dilution ratios are recommended by the manufacturer, the dilution ratio with the highest concentration of product shall be used for calculation purposes.
- For chemicals purchased in gallon containers, which requires dilution control, two appropriate dilution rate pumps or adjustable dilution rate pumps must be included in each case shipment of four gallons.
17. **PRODUCT SUPPORT AND TRAINING:** Awardee(s) shall provide, coordinate and plan complete product support and training for the purchased chemicals for the entire contract period. Support and training shall include, but not be limited to, answering technical questions of the product, providing demonstrations and training to each SBBC site location on the use and application of the product and trouble shooting problems with the product. Awardee(s) will be required to conduct training annually, at no cost to SBBC, during normal working hours and at the convenience of each individual SBBC site location. Awardee(s) will be required to submit to the District Maintenance Custodial Department, 3810 NW 10th Avenue, Oakland Park, FL 33309, the vendor/manufacture training form, which will require signatures of the trainer and trainee(s) along with their respective printed names and location(s) each year of the contract period and renewal(s). This form shall be submitted to the District Maintenance Custodial Department upon completion of the training session (See Section 7, Attachment 3). Failure to provide this information as required by this bid will result in default of awardee's contract. (Refer to General Conditions 40 and 41).
18. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered on the Bid Summary Sheets 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 are to be picked-up by the awardee, at SBBC Warehouse and/or all locations possessing awarded item(s) at no cost to SBBC, within 30 days of notification. Violation of performance of any product in this bid may also find the vendor in default of their contract if over 10% of facilities using awarded product report to the District Maintenance Custodial Department, in writing, that they are experiencing difficulties with the expected performance of usage of their product. (These reports must be received from totally different facilities). The term "performance" shall mean the capabilities of the product. For example, a floor finish remover is to completely remove the floor finish from the floor. If the floor finish remover does not completely remove the finish then the product fails in its performance and the product is ineffective. Goods not delivered as per delivery date in bid and/or purchase order may be rejected upon delivery and/or may be purchased from an alternate awarded vendor or 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.
19. **WAREHOUSE RECEIVING HOURS AND DELIVERY:** Warehouse is open to receiving from 7:00 A.M. to 2:00 P.M., Monday through Friday, except legal holidays and days during which the School District administration is closed. No deliveries will be accepted after 2:00 P.M. On large orders, half trailer or larger, the vendor will call SBBC Warehouse at (954)928-0219 prior to arrange for a delivery schedule. All products shipped to the warehouse must be shrink-wrapped or banded on standard 40" x 48" pallets. No pallet exchange.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

21. **PERFORMANCE TESTING:** Through the catalog section of this contract, District Maintenance Department may decide to field-test awardee(s) product(s) based on the catalog section of this bid. When requested, in writing, by the District Maintenance Department, awardee(s) shall submit a sample(s) of the requested product(s) to an address as requested by the District Maintenance Department and at no cost to SBBC. It is also requested that the awardee(s) attend the field-testing process to instruct, train, trouble-shoot and answer questions about the product(s). After field-tests and evaluations are completed, a determination will be made by the District Maintenance Department if the product tested is acceptable for use throughout the District. The term "acceptable" shall mean that the product performs and meets the requirements of the bid. Any product that fails the field-test evaluation made by the District Maintenance Department will result in the product not being purchased for the District. A finding of "acceptable" shall be solely at the discretion of SBBC. District Maintenance Department will notify the vendor, in writing, if the product evaluated is accepted for District use. SBBC is not obligated to purchase any product from the catalog section of this bid nor is it obligated to purchase an "acceptable" product at that point in time.
22. **SIZE, PACKAGING AND LABELING FOR INDIVIDUAL CONTAINERS:** For catalog items, where applicable, product shall be furnished in new non-returnable, recyclable, commercial type, plastic, one-gallon containers with appropriate dilution rate pumps or adjustable dilution rate pumps. **NO METAL CONTAINERS.** Maximum four gallons per case. Two one ounce dilution rate graduated plastic pumps must be packaged in each case. Minimum box (case) burst strength of 200 pounds is required. Cases are not to be stacked more than four cases high on a pallet. No pallet exchange. One-gallon container must indicate the manufacturer's name, brand name of product, ingredients, quantity of contents and complete directions for use of product. All reference to the use of dilution shall appear on the carton's label unless the product is a "ready-to-use" product. Products which do not meet these label requirements **are not acceptable** and will be rejected. Note: Some products may be purchased in new non-returnable, recyclable, commercial type, one quart containers. Pour-on application shall have a directional pouring spout that pushes or folds back into the cap after use for safety purposes. For catalog items, some manufacturers are packaging their product in pouches or bag-in-a-box cartons, this is acceptable, where applicable. Pouches must contain the same labeling as required by gallon containers. For bag-in-a-box specifications, see Page 22A.
23. **LABELING OF CARTONS (CASES):** Individual cartons (cases) shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on the carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label unless the product is a "ready-to-use" product.
24. **SECONDARY LABELS FOR QUART CONTAINERS:** Product label shall indicate, as a minimum, manufacturer's name, brand name, safety precautions and any other OSHA and/or Federal Regulatory Regulations required for secondary labels. Label must be able to fit a quart container without overlap of label. Product label shall be self-adhesive and will be used for plastic spray quart containers. **Note: A minimum of eight self-adhesive labels are required for each case shipment. Eight self-adhesive labels shall be included in each case shipped to SBBC. Failure to ship the product labels in each case ordered shall result in rejection of shipment. (See Section 7, Attachment 4).**

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

25. **PRODUCT UPDATES:** If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from either the vendor's or manufacturer's inventory, then the vendor shall advise the Purchasing Department in writing of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate School Board staff. SBBC shall not be held liable for any damages incurred to samples during evaluation.
26. **SHIPPING INFORMATION:** SBBC purchase order number and ship to information must appear on all shipments, bills of lading, packing lists, delivery tickets and invoices. Failure to include this information will result in refusal of shipment at vendors expense and/or delay of payments. In addition to the above stated information, the delivery tickets must include the number of containers picked up, the number of containers delivered, the number of containers missing (if applicable) and the correct account number. Material back-ordered should be clearly indicated on the packing slip. Warehouse reserves the right to cancel back-orders at any time and purchase from an alternate vendor.
27. **COMPANY REPRESENTATIVE:** Bidder is requested to indicate in space provided on the Bid Requirements Sheet the name, address and telephone number of the representative(s) who could make periodic scheduled visits to the schools, departments and centers and who will be available **upon request to resolve billing and delivery problems.**
28. **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 vendor participating in this bid.
29. **ADDITIONAL MANUFACTURERS/COMPANY'S:** For **Bid Item 25**, bidder may insert the full name of the manufacturer/company to be offered with only one single fixed percentage discount (across-the-board) for all items available in the manufacturer/company's catalog/price list offered will be offered.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

<u>ITEM 3:</u>	<u>(TO BE AWARDED AS A GROUP)</u>	<u>UNIT PRICE</u>
A.	6400 each (WHSE485540003) (W84008) FLOOR FINISH, WATER EMULSION TYPE, DETERGENT RESISTANT As per attached specifications. For approved brands, see bid specifications. Note: Container means one multiple gallon container or one multiple gallon bag-in-a-box carton. Manufacturer's Name: _____ Brand Name: _____ Product Number: _____ Type of container furnished: _____ Number of gallons per container: _____ Minimum Shipment: _____ (must not exceed 400, containers) Delivery Time (days ARO): _____	_____/ container (for ordering purposes only)

ITEM 3A WILL BE AWARDED BASED ON THE TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VINYL COMPOSITION TILE (VCT) FLOORING WITH ONE COAT.

A. COST PER GALLON OF FLOOR FINISH (Container price ÷ [number of gallons in container])	\$ _____ /gallon (A)
B. NUMBER OF GALLONS REQUIRED TO COVER 1,000 SQUARE FEET OF FLOORING WITH ONE COAT OF FINISH.	_____ /gallons (B)
C. ESTIMATED NUMBER OF SQUARE FEET TO BE COVERED WITH ONE COAT.	30,000,000 sq ft (C)
D. NUMBER OF GALLONS REQUIRED TO COVER 30,000,000 SQUARE FEET OF VCT FLOOR WITH ONE COAT OF FLOOR FINISH. (Multiply B x C [÷ 1,000])	_____ (D)
E. TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VCT FLOORING WITH ONE COAT OF FLOOR FINISH. (Multiply A x D)	\$ _____ (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, D AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

ITEM 3 (Continued): **(TO BE AWARDED AS A GROUP)**

**UNIT
PRICE**

B. 1250 Containers (WHSE485500014) (W84010)
DETERGENT, SYNTHETIC, GENERAL PURPOSE
As per attached specifications. For approved brands
see bid specifications. Note: Container may be 4 one
gallon containers per case or one multiple gallon bag-in-
a-box carton.

Manufacturer's Name: _____
Brand Name: _____
Product Number: _____
Type of container furnished: _____
Number of gallons per container: _____
Minimum Shipment: _____
(must not exceed 200 containers)
Delivery Time (days ARO): _____

_____/container
(for ordering purposes only)

**ITEM 3B WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
600,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

- | | | |
|----|---|-------------------------------------|
| A. | COST PER OUNCE OF UNDILUTED GENERAL PURPOSE SYNTHETIC DETERGENT (Divide unit price per container by the total number of ounces of four one-gallon containers or by the number of ounces per bag-in-a-box container) | \$ _____ /ounce
(A) |
| B. | NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION (See Special Condition 16) | _____ /ounce
(B) |
| C. | COST PER GALLON OF SOLUTION (Multiply A x B) | \$ _____ /gallon of solution
(C) |
| D. | ESTIMATED GALLONS OF SOLUTION REQUIRED | 600,000 gallons of solution
(D) |
| E. | TOTAL COST TO PRODUCE 600,000 GALLONS OF SOLUTION (Multiply C x D) | \$ _____
(E) |

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

<u>ITEM 3 (Continued):</u>		<u>UNIT PRICE</u>
C.	2,875 Containers (WHSE485550012) (W84009) FLOOR FINISH REMOVER, WATER EMULSION TYPE FOR FLOOR FINISHES As per attached specifications. For approved brands, see bid specifications. Note: Container may be 4 one gallon containers per case or one multiple gallon bag-in-a-box carton. Manufacturer's Name: _____ Brand Name: _____ Product Number: _____ Type of container furnished: _____ Number of gallons per container: _____ Minimum Shipment: _____ (must not exceed 300 containers) Delivery Time (days ARO): _____	_____/container (for ordering purposes only)

**ITEM 3C WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
100,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED FLOOR FINISH REMOVER (Divide unit price per container by the total number of ounces of four one-gallon containers or by the number of ounces per bag-in-a-box container)	\$ _____ /ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION (See Special Condition 16)	_____ /ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	\$ _____ /gallon of (C) solution
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	100,000 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 100,000 GALLONS OF SOLUTION (Multiply C x D)	\$ _____ (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

TOTAL BID ITEM 3 (A - C INCLUSIVE) \$ _____
(ADD TOTAL COSTS FOR 3A, 3B AND 3C)

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM 4:</u>	2,400 quarts	(WHSE485260002) (W84012) TOILET BOWL CLEANER, NON-ACID	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
		As per attached specifications. For approved brands, see bid specifications.		
		Manufacturer's Name: _____	_____ /qt	_____
		Brand Offered: _____		
		Product Number: _____		
		Minimum Shipment: _____		
		(must not exceed 200 quarts)		
		Delivery Time (days ARO): _____		
		<u>NAME:</u>		<u>SINGLE FIXED PERCENTAGE DISCOUNT</u>
<u>ITEM 5:</u>		BETCO		
		Delivery: _____ days ARO		_____ %
<u>ITEM 6:</u>		BUCKEYE INTERNATIONAL		
		Delivery: _____ days ARO		_____ %
<u>ITEM 7:</u>		CDC PRODUCTS		
		Delivery: _____ days ARO		_____ %
<u>ITEM 8:</u>		COMPLIANCE SPECIALISTS		
		Delivery: _____ days ARO		_____ %
<u>ITEM 9:</u>		ECO-CONCEPTS		
		Delivery: _____ days ARO		_____ %
<u>ITEM 10:</u>		ECOLAB		
		Delivery: _____ days ARO		_____ %
<u>ITEM 11:</u>		ESSENTIAL INDUSTRIES		
		Delivery: _____ days ARO		_____ %
<u>ITEM 12:</u>		FRANKLIN PRODUCTS		
		Delivery: _____ days ARO		_____ %
<u>ITEM 13:</u>		GOLD COAST CHEMICAL		
		Delivery: _____ days ARO		_____ %
<u>ITEM 14:</u>		MICRO-BEST		
		Delivery: _____ days ARO		_____ %

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

	<u>NAME:</u>	<u>SINGLE FIXED PERCENTAGE DISCOUNT</u>
<u>ITEM 15:</u>	NATIONAL CHEMICAL LABORATORIES Delivery: _____ days ARO	_____ %
<u>ITEM 16:</u>	PERFECT PRODUCTS Delivery: _____ days ARO	_____ %
<u>ITEM 17:</u>	PURITAN SERVICES Delivery: _____ days ARO	_____ %
<u>ITEM 18:</u>	PURITY PRODUCTS Delivery: _____ days ARO	_____ %
<u>ITEM 19:</u>	REX CHEMICAL Delivery: _____ days ARO	_____ %
<u>ITEM 20:</u>	S.C. JOHNSON Delivery: _____ days ARO	_____ %
<u>ITEM 21:</u>	SPARTAN CHEMICAL Delivery: _____ days ARO	_____ %
<u>ITEM 22:</u>	THEOCHEM Delivery: _____ days ARO	_____ %
<u>ITEM 23:</u>	WEXFORD LABORATORIES Delivery: _____ days ARO	_____ %
<u>ITEM 24:</u>	ZEP MANUFACTURING Delivery: _____ days ARO	_____ %
<u>ITEM 25:</u>	ADDITIONAL MANUFACTURER/COMPANY'S NAME: _____	_____ %
	Delivery: _____ days ARO	

ADDITIONAL INFORMATION (REQUIRED) – THIS PRICING SHALL BE FIRM FOR ENTIRE CONTRACT PERIOD

This information must be provided for all catalog items.

Cost for (8) self-adhesive labels as per Special Condition 24: \$_____ (total cost)

*Cost for (2) dilution control pumps, Special Condition 16: \$_____ (total cost)

Brand: _____ Model: _____

*Bidder may attach additional information on the cost of different types of dilution control pumps.

VENDOR NAME: _____

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The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO BIDDER: Review General Condition 48 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.

ADDITIONAL INFORMATION

1. **MINIMUM ORDER (For Bid Items 5 through 25):**
If applicable in accordance with Special Condition 14.

\$ _____
(dollar amount)

2. **DELIVERY/FREIGHT (For Bid Items 5 through 25):**
It is suggested that all delivery, handling or other costs necessary to complete an order be included in the single, fixed percentage discount quoted. Any delivery costs which are additional should be stated in detail below (See Special Condition 12).

3. **COMPANY REPRESENTATIVE:**
(See Special Condition 27)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SPECIFICATIONS FOR BAG-IN-A-BOX

A. **TYPE-GRADE-SIZE-LABEL:**

1. **Grade and Size:** Box is to be recyclable. Box is to be sealed with glue on all seams to include all openings. **No packaging tape on boxes.** Each box must be shrink wrapped to prevent leakage.
2. **Size:** Not to exceed 5 gallons.

B. **MATERIAL AND WORKMANSHIP:**

1. Bladder constructed of polyethylene material, minimum of 6.5 mils thick with a connector compatible with the current chemical dispensing system (DEMA Model 633AG) in order to connect the supply tubing to the "Bag-in-a-Box" bladder. Bladder must be leak proof.
2. Punchout flap for spout for proper fitting.
3. **Design of Package:** This box must meet all United Nations Certification requirements.

C. **REQUIREMENTS:**

1. Usage instructions printed directly on each box. Paper labels glued to box are acceptable.
2. Labels of "Bag-in-a-Box" to be color coordinated with proportioner and RTU bottles. Colors of labels are at option of bidder. Two secondary labels must be supplied with the same color as the chemical for placing on dispenser push button.
3. Ink used for printing on box must be biodegradable.
4. Shelf life should be a minimum of one year from date the product is received in Warehouse (not date bid was awarded).
5. Stacking height should be designed for space saving not to exceed five boxes high per pallet.
6. Product to be shipped on pallets or slip sheets; stretch wrapped, shrink wrapped, or banded.
7. Carton shall meet all construction requirement of applicable freight classification (burst strength 250 lb/sq inch) and stamp of approval on carton.

Additional Information: It is not a requirement of this bid that the bag/inner liner/bladder described in Specification B above be recyclable.

United Nations Certification is the International standard for packaging performance.

In order to meet United Nations Certification requirements, a package must pass the following tests:

- a) Five Drop Tests - Box is dropped on its top, bottom, and each side and must not leak.
- b) Stacking Test - Load must be supported for 24 hours.
- c) Cobb Water Absorption Test - Fiber board is exposed to moisture and absorption must not exceed a certain amount.
- d) Vibration Test - Package is placed on a vibrating table for one hour and must not leak.

<u>REFERENCE FOR BOX</u>	<u>REFERENCE FOR BAG</u>
Carton and Sales Manufacturing Co. 3500 N.W. 110 Street Miami, Florida 33167 Broward Phone 463-8366/1-800-226-2699 Attn: Jim Marsh, Corrugated Boxes, Printed Labels and Fulfillment	Liqui-Box Corp. P.O. Box 494 Worthington, OH 43085-0994 Phone (614) 888-9280

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 6, BID SPECIFICATIONS

ITEM 1: ALL-PURPOSE CLEANER

A. **General Specifications:**

1. **Scope:** Product must conform to FSPMA specification CC-2.13, current revision for General Purpose Cleaner. Also, product must be listed on the certified products list, currently dated, for Specification CC-2.13 or submit an independent laboratory test indicating full compliance to Specification CC-2.13 in order to be considered for award.
2. **Size and Packaging:** Product shall be furnished in new non-returnable, recyclable, commercial type, plastic one-gallon containers with appropriate dilution rate pumps or adjustable dilution rate pumps. **NO METAL CONTAINERS.** Maximum, four gallons per case. Two applicable dilution rate plastic pumps must be packaged in each case. Minimum box (case) burst strength of 200 pounds is required. Product to be shipped stretch wrapped on standard 40" x 48" pallets. Cases are not to be stacked more than four cases high on a pallet. No pallet exchange. One-gallon container must indicate the manufacturer's name, brand name of product, ingredients, quantity of contents and complete directions for use of product. Products which do not meet these label and shipping requirements **are not acceptable** and will be rejected.
3. **Labeling of Cartons:** Individual cartons shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label.
4. **Shipping:** Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No pallet exchange. Cartons are not to be stacked more than 5 cartons high on a pallet. Shipments shall be such as to protect adequately and permit safe shipment by common carrier at the lowest possible rate.
5. **Dilution Calculation:** When calculating cost per gallon of solution, SBBC requires calculations to be on heavy soil surfaces.

B. **Requirements:**

1. Material Safety Data Sheets are required.
2. **Secondary Labels for Quart Containers:** Product label shall indicate, as a minimum, manufacturer's name, brand name, safety precautions and any other OSHA and/or federal regulatory regulations required for secondary labels. Label must be able to fit a quart container without overlap of label. Product label shall be self-adhesive and will be used for plastic spray quart containers. **Note: A minimum of eight self-adhesive labels are required for each case shipment. Failure to ship the product labels for each case shipment shall result in rejection of shipment.**
3. Shelf Life: One-year minimum from date received in SBBC Warehouse.
4. **Approved Brands:** Resource One "Spectrum Shure Clean"; PRIDE of Florida "Multi-Purpose Cleaner"; Spartan Chemical Co. "Damp Mop"; Wexford Labs "Wex-Neu" or "Wexford 300"; National Chemical Labs "Mirage" or "Nu-Kleen"; Buckeye International "Straight Up" or as updated by FSPMA's Certified Products List at the time of bid opening.

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 6, BID SPECIFICATIONS (Continued)

ITEM 2: **DISINFECTANT DETERGENT**

A. **General Specifications:**

1. **Scope:** Product must conform to FSPMA Specification CC-10A.5, current revision for disinfectant detergent. Also, product must be listed on the certified products list, currently dated, for Specification CC-10A.5 or submit an independent laboratory test indicating full compliance to Specification CC-10A.5 in order to be considered for award.
2. **Size and Packaging:** Product shall be furnished in new non-returnable, recyclable, commercial type, plastic one-gallon containers with appropriate dilution rate pumps or adjustable dilution rate pumps. **NO METAL CONTAINERS.** Maximum, four gallons per case. Two applicable dilution rate plastic pumps must be packaged in each case.. Minimum box (case) burst strength of 200 pounds is required. Product to be shipped stretch wrapped on standard 40" x 48" pallets. Cases are not to be stacked more than four cases high on a pallet. No pallet exchange. One-gallon container must indicate the manufacturer's name, brand name of product, ingredients, quantity of contents and complete directions for use of product. Products which do not meet these label and shipping requirements **are not acceptable** and will be rejected.
3. **Labeling of Cartons:** Individual cartons shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label.
4. **Shipping:** Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No pallet exchange. Cartons are not to be stacked more than five cartons high on a pallet. Shipments shall be such as to protect adequately and permit safe shipment by common carrier at the lowest possible rate.
5. **Dilution Calculation:** When calculating cost per gallon of solution, SBBC requires calculations to be on heavy soil surfaces.

B. **Requirements:**

1. Material Safety Data Sheets are required.
2. **Secondary Labels for Quart Containers:** Product label shall indicate, as a minimum, manufacturer's name, brand name, safety precautions and any other OSHA and/or federal regulatory regulations required for secondary labels. Label must be able to fit a quart container without overlap of label. Product label shall be self-adhesive and will be used for plastic spray quart containers. **Note: A minimum of eight self-adhesive labels are required for each case shipment. Failure to ship the product labels for each case shipment shall result in rejection of shipment.**
3. Shelf Life: One-year minimum from date received in SBBC Warehouse.
4. **Approved Brands:** Wexford Labs - Wexcide 128 or Phenex or as updated by FSPMA's Certified Products List at the time of bid opening.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 6, BID SPECIFICATIONS (Continued)

- ITEM 3:** FLOOR FINISH SYSTEMS CONSISTING OF:
- I. FLOOR FINISH, WATER EMULSION TYPE, DETERGENT RESISTANT
 - II. DETERGENT, SYNTHETIC GENERAL PURPOSE
 - III. REMOVER, WATER EMULSION TYPE FOR FLOOR FINISH

Note: For Bid Items 3A, 3B and 3C, products submitted must be from the same manufacturer. Failure to submit products from the same manufacturer shall result in disqualification of Bid Item 3.

A. General Specifications:

1. Scope:

Floor finish, Water Emulsion Type, Detergent Resistant - Product must conform to FSPMA Specification CC-29.3, current revision, for water emulsion type, detergent resistant, floor finishes. Also, product must be listed on the certified products list, currently dated, for Specification CC-29.3, Class VI (24% solids or higher) is required in order to be considered for award. Product must be grouped as a floor finish system from the same manufacturer.

Detergent, Synthetic General Purpose - Product must conform to FSPMA Specification CC-29.3, current revision, for synthetic general purpose detergent. Also, product must be listed on the certified products list, currently dated, for Specification CC-29.3. Product must be grouped in a floor finish system from the same manufacturer.

Remover, Water Emulsion Type for Floor Finish - Product must conform to FSPMA Specification CC-29.3, current revision, for water emulsion type of floor finish remover. Also, product must be listed on the certified products list, currently dated, for Specification CC-29.3 and be a Type I or Type II grade. Product must be grouped in a floor finish system from the same manufacturer. Remover must completely strip (remove) a minimum of 7 coats of floor finish in one application.

2. Size and Packaging:

Floor finish - Shall be packaged in new non-returnable, recyclable, commercial type, plastic five-gallon containers with pour spout or bag-in-a-box. See specific specifications for bag-in-a-box container. **NO METAL CONTAINERS.**

Detergent and floor finish remover - Product shall be furnished in new non-returnable, recyclable, commercial type, plastic one-gallon containers with appropriate dilution rate pumps or adjustable dilution rate pumps or bag-in-a-box. See specific specifications for bag-in-a-box container, Page 22A. **NO METAL CONTAINERS.** Maximum, four gallons per case. Two applicable dilution rate plastic pumps must be packaged in each case for one gallon containers. Minimum box (case) burst strength of 200 pounds is required. Product to be shipped stretch wrapped on standard 40" x 48" pallets. Cases are not to be stacked more than four cases high on a pallet. No pallet exchange. One-gallon container must indicate the manufacturer's name, brand name of product, ingredients, quantity of contents and complete directions for use of product. Products which do not meet these label and shipping requirements **are not acceptable** and will be rejected.

3. Labeling of Cartons: Individual cartons shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label.

4. Shipping: Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No pallet exchange. Cartons are not to be stacked more than five cartons high on a pallet. Shipments shall be such as to protect adequately and permit safe shipment by common carrier at the lowest possible rate.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 6, BID SPECIFICATIONS (Continued)

ITEM 3 (Continued):

5. **Dilution Calculation:** When calculating cost per gallon of solution, SBBC requires calculations to be on heavy soil surfaces.

B. **Requirements:**

1. Material Safety Data Sheets are required.
2. Shelf Life: One-year minimum from date received in SBBC Warehouse.
3. **Approved Brands and Systems:**

	<u>Type</u>	<u>Manufacturer's Name</u>	<u>Brand Name</u>	<u>Class/Type</u>
1.	Finish	Buckeye International	Castleguard	Class VI
1.	Detergent	Buckeye International	Buckeye Straight	
1.	Remover	Buckeye International	Buckeye Revelation	Type I
2.	Finish	Buckeye International	Castleguard	Class VI
2.	Detergent	Buckeye International	Buckeye Straight	
2.	Remover	Buckeye International	Buckeye S.W.A.T.	Type II
3.	Finish	Ecolab Professional Div.	Marquise	Class VI
3.	Detergent	Ecolab Professional Div.	Airkem Neutral Cleaner	
3.	Remover	Ecolab Professional Div.	Lift-Off	N/A
4.	Finish	National Chemical Labs	One	Class VI
4.	Detergent	National Chemical Labs	Mirage	
4.	Remover	National Chemical Labs	Barebones	Type I
5.	Finish	Spartan Chemical Co.	Tri-linc	Class VI
5.	Detergent	Spartan Chemical Co.	Damp Mop	
5.	Remover	Spartan Chemical Co.	Rinse Free Strip	Type I

or as updated by FSPMA's Certified Product's List at the time of bid opening.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 6, BID SPECIFICATIONS (Continued)

ITEM 4: TOILET BOWL CLEANER, NON-ACID:

General Specifications:

1. **Scope:** Product must conform to FSPMA Specification CC-4.0, current revision for non-acid toilet bowl cleaner. Also, product must be listed on the certified products list, currently dated, for Specification CC-4.0 or submit an independent laboratory test indicating full compliance to Specification CC-4.0 in order to be considered for award.
2. **Size and Packaging:** Product shall be furnished in new non-returnable, recyclable, commercial type, plastic one-quart containers. Pour-on application shall have a directional pouring spout that pushes or folds back into the cap after use for safety purposes.
3. **Labeling of Cartons:** Individual cartons shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label.
4. **Shipping:** Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No pallet exchange. Cartons are not to be stacked more than five cartons high on a pallet. Shipments shall be such as to protect adequately and permit safe shipment by common carrier at the lowest possible rate.

B. Requirements:

1. Material Safety Data Sheets are required.
2. Shelf Life: One-year minimum from date received in SBBC Warehouse.
3. **Approved Brands:** Spartan Chemical "NABC", Franklin Cleaning Technology "Hi-Genic" or as updated by FSPMA's Certified Products List at the time of bid opening.

VENDOR NAME: _____
CH/lr

SECTION 7, ATTACHMENT 3

VENDOR / MANUFACTURER TRAINING

DATE: _____

TO: Custodial Supervisor, North Area District Maintenance
Custodial Supervisor, Central Area District Maintenance
Custodial Supervisor, South Area District Maintenance
Custodial Supervisor, District Maintenance

FROM: _____ COMPANY NAME: _____

SUBJECT: **BID 23-150B – CUSTODIAL CHEMICALS
FACILITIES SERVICEPERSON TRAINING AND SUPPORT**

This form is being used to ensure Facilities Servicepersons are being properly trained on all chemical purchases for their facility. Training will be conducted and documented in accordance with Section 4, Special Condition 17 of the subject bid.

After training has been accomplished, this form must be sent to **The School Board of Broward County, Florida, District Maintenance Department, 3810 NW 10th Avenue, Oakland Park, FL 33309.** District Maintenance will keep a record of all training conducted for each piece of equipment for the term of the contract.

Company Name and Address: _____

Name and Type of Product: _____

Trainer's Name and Signature: _____
(printed name) (signature)

Name of Product: _____

SBBC Location Name: _____

Brief Synopsis of Training Provided: _____

EMPLOYEES RECEIVING TRAINING : (Print Names)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Training was conducted to the satisfaction of the Facilities Servicepersons.

(Printed name and signature of Head Facilities Serviceperson)

VENDOR NAME: _____
CH/lr



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 954-765-6120

DONNIE CARTER
Director of Purchasing

SCHOOL BOARD

Chair LOIS WEXLER
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JUDIE S. BUDNICK
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STEPHANIE ARMA KRAFT, ESQ.
DR. ROBERT D. PARKS
MARTY RUBINSTEIN
BENJAMIN J. WILLIAMS

December 20, 2002

ADDENDUM NO. 1
Bid 23-150B
Custodial Chemicals

DR. FRANK TILL
Superintendent of Schools

CALLED FOR 2:00 P.M., JANUARY 9, 2003

TO ALL BIDDERS:

This amends the above referenced bid in the following particulars only:

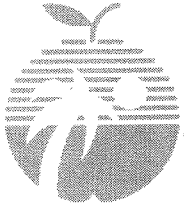
BID OPENING AND POSTING DATES HAVE BEEN DELAYED UNTIL FURTHER NOTICE.

This Addendum is for informational purposes only and need not be returned with your bid. By virtue of signing the Invitation to Bid, Form 3270D, bidder certified acceptance of this Addendum.

Sincerely,

Charles V. High, C.P.M., A.P.P.
Purchasing Agent III

CH/lc



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 954-765-6120

DONNIE CARTER
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BEVERLY GALLAGHER
STEPHANIE ARMA KRAFT, ESQ.
LOIS WEXLER
BENJAMIN J. WILLIAMS

DATE: November 4, 2002
TO: Prospective Bidders
FROM: Mr. Charles High, Purchasing Agent
(954) 765-6107
SUBJECT: Instructions to Bidders
Invitation to Bid 23-150B, Custodial Chemicals

DR. FRANK TILL
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Custodial Chemicals. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above or via facsimile at (954) 767-8417. 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.

Please read carefully 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:

BIDDERS' CONFERENCE

A Bidder's Conference will be held on **December 10, 2002, beginning at 10:00 a.m.**, in the Technology and Support Services Center, Purchasing Department, Bid Rooms 1 & 2, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

• 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 Purchasing 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 7, Statement of No Bid and return via facsimile to (954) 767-8417. Your responses to the Statement of "No Bid" are very important to the Purchasing 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
PURCHASING DEPARTMENT
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704
(954) 765-6120

INVITATION TO BID (ITB)

DUE DATE (Bids due at 2:00 p.m.):

January 9, 2003

Bids must be submitted to the Purchasing Department and received **on or before 2:00 p.m.** on the date due. Bids may not be withdrawn for 60 days after due date.

ITB NO.:

23-150B

RELEASE DATE :

November 4, 2002

PURCHASING AGENT:

Charles High
(954) 765-6107

BID TITLE:

CUSTODIAL CHEMICALS

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 Name:	Purchase Order Address: If Purchase Orders are to be mailed to address other than as stated on left, please complete section below.	
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, or equipment and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addendum. I certify that I am authorized to sign this bid for the bidder.

I agree that this bid cannot be withdrawn within 60 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.

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Bid Bond
Special Condition ____ | <input checked="" type="checkbox"/> Catalogs/Price List(s)
Special Condition 6 | <input type="checkbox"/> Licenses
Special Condition ____ | <input checked="" type="checkbox"/> Material Safety Data Sheets
Special Condition 19 |
| <input type="checkbox"/> Manufacturers Authorization
Special Condition ____ | <input type="checkbox"/> References
Special Condition ____ | <input type="checkbox"/> Bidder Questionnaire
Special Condition ____ | <input type="checkbox"/> Other _____
Special Condition ____ |

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

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **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. 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 Purchasing Department **on or before 2:00 p.m. on date due** for bid to be considered. Bids will be opened at 2:00 p.m. 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. **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.
4. **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 Purchasing Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
5. **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.
6. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Purchasing no later than five working days prior to the original bid opening date. If necessary, an Addendum will be issued.
7. **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.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.

14. **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.
15. **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 Purchasing 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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.** This warehouse is no longer accessible by the Seaboard Coast Line siding for rail car routing.
27. **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.
28. **FACILITIES:** SBBC reserves the right to inspect the awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a bidder is a responsible bidder.
29. **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.
30. **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.
31. **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, Purchasing Department.
32. **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.
33. **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.
34. **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.
35. **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.

36. **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. 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 Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Purchasing Department on January 30, 2003 at 3:00 p.m. 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 Purchasing 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 Purchasing 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 or \$5,000, whichever is less, which 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.
37. (Continued): **Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, 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 Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.**
38. **SUBMITTAL OF BIDS:** All bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the PURCHASING DEPARTMENT on or before 2:00 p.m. 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 Purchasing 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.)
39. **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.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school 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.
41. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. A 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 M/WBE Office at (954) 760-7470.
- 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.
42. **INDEMNIFICATION:**
- 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.
 - 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.

43. **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.
44. **SBBC PHOTO IDENTIFICATION BADGE:** SBBC photo identification badge will apply to all vendors other than those making deliveries. An awardee shall be required to have all its employees, sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC. An awardee shall obtain from SBBC Purchasing Department a Photo Identification Badge request form. An individual form shall be completed for each employee, sub-contractor or agent who will be entering onto School Board property as a result of this award. Each completed form shall be submitted to the **Purchasing Department Vendor Information Desk** for authorization. The authorized form shall then be delivered by the awardee to the Personnel Office, Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, Florida. At this location, **each individual for whom a SBBC photo identification badge is requested will be asked to fill out forms, show his/her driver's license and social security card, and be fingerprinted.** A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. **The current total fee for a SBBC photo identification badge, including fingerprinting and FBI background check is currently \$67.00. Fingerprinting and FBI check is \$52.00 and must be in the form of a money order made payable to Fingerprinting Services, LLC or credit card payment may be made via the internet at <http://www.flprints.com> or by calling 877-357-7456. The photo identification badge is \$15.00 payable to The School Board of Broward County in the form of a money order or company check. These fees are not refundable and subject to change without notice. Vendor will be required to pay the rate current at the time of request of badge.**
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a 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.
46. **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 (954) 765-6187 or TDD (954) 765-6188.
47. **TERMINATION/CANCELLATION:** Section 237.161, 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.
48. **LOBBYIST ACTIVITIES:** 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) For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, 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) For purposes of this Policy, 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.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of the School Board.
- e) Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.
- f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
49. **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 Purchasing 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.
50. **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.

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 new **CUSTODIAL CHEMICALS** as specified herein. Unit price, for **Bid Items 1 through 4** is to be all inclusive to include all bid specification requirements, delivery, all shipping costs and be shipped F.O.B. Destination. All deliveries will be made to the Central Warehouse, 3800 NW 10th Avenue, Ft. Lauderdale, Florida 33309. SBBC personnel will unload.

In order to provide safe and effective cleaning products to the School District, SBBC has approved the use of Florida Schools Plant Management Association's (FSPMA) specifications and certified products list as a means of standardizing cleaning products. For Bid Items 1 through 4 bids will only be accepted on FSPMA's certified products. For information on FSPMA, their web site address is <http://www.fspma.org>.

2. **TERM:** The award of this bid shall establish a contract for the period **beginning from date of award and continuing through April 30, 2005**. Bids will not be considered for a shorter period of time. All prices quoted for **Bid Items 1 through 4** must be firm throughout the contract period. For **Bid Items 5 through 23** percentage discount shall be firm throughout the contract period.

3. **AWARD (For Bid Items 1 through 4):** In order to meet the needs of the school system and SBBC, each **ITEM OR GROUP**, as indicated on the Bid Summary Sheet, shall be awarded up to the two lowest responsive and responsible bidders meeting specifications, terms and conditions. The lowest awardee in an item or group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second bidder if: a) the lowest bidder cannot comply with delivery requirements or specifications; b) the lowest bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) product fails to perform its intended function; e) it is in the best interest of SBBC to do so regardless of reason.

For Bid Items 5 through 23: In order to meet the needs of the school district and in the best interest of SBBC, each item will be awarded up to two responsive and responsible bidders who offer the **greatest single fixed discount** and meet all terms, conditions and specifications. The awardee with the greatest single fixed percentage discount shall be considered the primary vendor and should receive the largest volume of orders. SBBC reserves the right to procure these goods and services from the second awardee offering the second greatest single fixed percentage discount if: a) the primary vendor cannot comply with delivery requirements or specifications; b) the primary vendor is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) product fails to perform its intended function; e) it is in the best interest of SBBC to do so regardless of reason.

After award of this bid, any bidder receiving an award who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with this School Board for two years, as described in General Conditions 3, 23 and 24.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Mr. Charles High, Purchasing Agent, Purchasing Department, (954) 765-6107 or email at chigh@purchasing.broward.k12.fl.us** 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 **Mr. High** 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 6.** Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

Any questions concerning any condition or requirement of this ITB must be received in the Purchasing Department, in writing, on or before December 13, 2002. Questions received after this date shall not be answered. Submit all questions to the attention of the individual stated above. If necessary, an addendum will be issued. 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 contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for approximately two year(s), and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Purchasing 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 awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its bid.
6. **CATALOGS/PRICE LIST(S):** Bidder(s) shall furnish, with this bid or upon request one copy of their current catalog(s)/price list(s) for **Bid Items 5 through 23** which will indicate all items bidder can furnish and the list prices to be used for each item. Any catalogs/price lists and bid submitted for other than Custodial Chemicals will not be accepted and will be rejected. Failure to furnish catalogs and/or price lists as required will result in disqualification of bid item submitted. **Awardee(s) shall not furnish catalogs and/or price lists in relation to this bid, to any school, department or center within the School District without the permission of the Purchasing or District Maintenance Departments.**

If, during the contract period, the awardee issues replacements to the catalog(s) a copy of the replacement catalog(s)/price list(s) are to be forwarded to: SBBC Purchasing Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Failure on the part of the awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on last update received and increase will not be honored.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

7. **SINGLE, FIXED PERCENTAGE DISCOUNT QUOTED:** Bidder should indicate in all spaces provided on the Bid Summary Sheet their single, fixed percentage discount for **Bid Items 5 through 23** that will be used for the term of the contract. Single, fixed percentage offered shall remain firm throughout the term of the contract.
- Bidders **shall offer their single, fixed (across-the-board) percentage discount as described on the Bid Summary Sheet**, to be calculated from the catalog list price. Failure to enter a discount shall result in disqualification of bid item. Failure to enter a percentage in the space provided on the Bid Summary Sheets will be noted as "non-responsive".
- The single, fixed percentage discount offered shall apply to the catalog list price of all catalog items. Items excluded from single, fixed percentage discount should be listed on a separate sheet of paper. These items will be excluded and should not be purchased. Awardees may offer SBBC additional educational discounts at any time and invoice SBBC at a greater discount than their bid discount.
8. **INTERNET BASED CATALOG:** SBBC is interested in learning if bidder is currently utilizing or is in the process of developing internet based catalog(s). Please answer the questions regarding internet based catalog(s) on the Bid Summary Sheet. This information, while useful to SBBC, will not be utilized for evaluation of bid submitted.
9. **BID ITEM OFFERED:** For **Bid Items 1 through 4**, the **complete Manufacturer's name and brand name** of the item offered must be indicated in the space(s) provided on the Bid Summary Sheet(s). Failure to indicate a Manufacturer's name and brand name for the item offered in the space(s) provided on the Bid Summary Sheet(s) will represent that the bidder is bidding the manufacturer and brand name specified in the bid item.
10. **BIDDER'S CONFERENCE:** A Bidder's Conference will be held on **December 10, 2002, beginning at 10:00 a.m.**, in the Technology and Support Services Center, Purchasing Department, Bid Rooms 1 and 2, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.
- The purpose of the Bidder's Conference is to allow prospective bidders to bring forth questions or concerns they may have, to allow prospective bidders to be aware of questions other bidders may have, and to stimulate discussions that will generate questions in an effort to assist prospective bidders in preparing the best and most comprehensive bid for submission to SBBC. All questions submitted will be answered to all bidders via Addenda. All questions shall be submitted in accordance with Special Condition 4. Any information given, by any party, at the Bidder's Conference is not binding on SBBC. Only the information provided in the bid or via Addenda shall be considered by bidders.
11. **DELIVERY:** Bidder is to indicate, in the space provided on the Bid Summary sheet, delivery time required for each bid item. A bidder who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order (ARO).

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

12. **DELIVERY/FREIGHT:** For **Bid Items 5 through 23**, all vendors shall offer **inside delivery (F.O.B. destination)** to the various SBBC locations within Broward County. It is suggested that all delivery, handling or other costs necessary to complete an order be included in the single, fixed percentage discount quoted. Any delivery costs which are additional should be stated in detail on the Bid Requirements page in response to Question 2 and shall remain firm for the term of the contract. **Delivery or freight charge collect will not be allowed.** Delivery or freight charge shall be prepaid and added to the invoice as a separate amount.
13. **QUANTITIES:** For **Bid Items 1 through 4**, the quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period.
14. **MINIMUM SHIPMENT:** For **Bid Items 1 through 4**, Bidder should indicate, in the space provided, their minimum shipment for each bid item, which must not exceed the minimum shipment indicated. Any bid which exceeds the minimum shipment as indicated on the Bid Summary Sheets will be disqualified. A bidder who fails to specify a minimum shipment agrees to deliver the minimum shipment specified in the bid for that bid item. When requiring SBBC to purchase in multiples due to packaging, this multiple **MUST NOT** exceed the minimum shipment indicated.

For Bid Items 5 through 23, if bidder wishes to set a minimum order amount, they shall do so by indicating the dollar amount in the space provided on Bid Summary Sheet. Failure to specify will be considered a no minimum dollar amount.

15. **TESTING OF CHEMICALS:** Products in this bid may be subject to independent laboratory analysis tests in order to assure compliance with specifications. SBBC reserves the right to independently test any or all products offered by the bidder with an independent testing laboratory selected by the School Board District Maintenance Department.

After award of the contract, it is the responsibility of the awardee(s) that all awarded items continually meet the specifications of the bid during the term of this contract. Any chemical shipment may be subject to independent laboratory analysis test(s) by SBBC, District Maintenance Department, in order to determine if the product meets the specifications of the bid. Should a product fail the independent laboratory analysis test in accordance with bid specifications, awardee(s) shall be responsible for all cost(s) of the independent laboratory analysis test to SBBC and, the removal and disposal of the product. Awardee(s) shall replace the unacceptable shipment(s) at no cost to SBBC. Failure to replace any unacceptable shipment with approved product will result in default of contract. Additionally, SBBC reserves the right to submit any replacement shipment for testing. All testing costs incurred as a result of an unacceptable shipment, shall be the responsibility of the awardee(s). If any shipment is found to not be in compliance with specifications or bid requirements more than twice during the term of the contract, SBBC will cease to purchase the product for the duration of the term of the contract.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

16. **DILUTION RATE AND CONTROL:** Dilution rate, as stated by the bidder on the Bid Summary Sheets, shall be based upon manufacturer's recommended dilution ratio for heavy cleaning. When a range of dilution ratios are recommended by the manufacturer, the dilution ratio with the highest concentration of product shall be used for calculation purposes.
- For chemicals purchased in gallon containers, which requires dilution control, two one ounce dispensing pumps must be included in each case shipment of four gallons.
17. **PRODUCT SUPPORT AND TRAINING:** Awardee(s) shall provide, coordinate and plan complete product support and training for the purchased chemicals for the entire contract period. Support and training shall include, but not be limited to, answering technical questions of the product, providing demonstrations and training to each SBBC site location on the use and application of the product and trouble shooting problems with the product. Awardee(s) will be required to conduct training annually, at no cost to SBBC, during normal working hours and at the convenience of each individual SBBC site location. Awardee(s) will be required to submit to the District Maintenance Custodial Department, 3810 NW 10th Avenue, Oakland Park, FL 33309, the vendor/manufacture training form, which will require signatures of the trainer and trainee(s) along with their respective printed names and location(s) each year of the contract period and renewal(s). This form shall be submitted to the District Maintenance Custodial Department upon completion of the training session (See Section 7, Attachment 3). Failure to provide this information as required by this bid will result in default of awardee's contract. (Refer to General Conditions 40 and 41).
18. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered on the Bid Summary Sheets 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 are to be picked-up by the awardee, at SBBC Warehouse and/or all locations possessing awarded item(s) at no cost to SBBC, within 30 days of notification. Violation of performance of any equipment in this bid may also find the vendor in default of their contract if over 10% of facilities using awarded equipment report to the District Maintenance Custodial Department, in writing, that they are experiencing difficulties with the expected performance of usage of their product. (These reports must be received from totally different facilities). Goods and 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.
19. **WAREHOUSE RECEIVING HOURS AND DELIVERY:** Warehouse is open to receiving from 7:00 A.M. to 2:00 P.M., Monday through Friday, except legal holidays and days during which the School District administration is closed. No deliveries will be accepted after 2:00 P.M. On large orders, half trailer or larger, the vendor will call SBBC Warehouse at (954)928-0219 prior to arrange for a delivery schedule. All products shipped to the warehouse must be shrink-wrapped or banded on standard 40" x 48" pallets. No pallet exchange.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

20. **MATERIAL SAFETY DATA SHEET (MSDS):** SBBC requires that Material Safety Data Sheets (**MSDS**) are required for all items, materials and/or substances in this bid. Bidder must supply all **MSDS WITH THIS BID or UPON REQUEST.** All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. SBBC's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the bidder with the manufacturer within the last calendar year. Vendor, by virtue of signing bid, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the Bid Number and Bid Item Number stated on each MSDS. SBBC reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the bidder for the corresponding bid item. **Rejection of MSDS sheet by SBBC, Risk Management Department shall result in disqualification of bid item.**

FAILURE TO PROVIDE THIS INFORMATION AS DETAILED HEREIN SHALL RESULT IN DISQUALIFICATION OF BID SUBMITTED.

*	NOTE	NOTE	NOTE	*
*	The requirements stated in the above paragraph are required by SBBC's Risk Management Department.			
*	Any questions concerning the MSDS requirements of this Bid should be submitted in writing in			
*	accordance with General Condition 6.			
*	MSDS should <u>not</u> be submitted with bid sample. MSDS should be submitted <u>with the bid or upon request</u> ,			
*	inside a sealed envelope.			
*	Do not send MSDS to Risk Management Department. BIDDER MUST SUPPLY ALL MSDS			
*	REQUIRED ABOVE <u>WITH THIS BID OR UPON REQUEST TO THE PURCHASING DEPARTMENT, AS</u>			
*	<u>DESCRIBED HEREIN.</u>			

A complete set of MSDS for all items with toxic substances listed in bidder's catalog must be submitted with this bid or upon request. Failure to supply MSDS to the Purchasing Department with the bid or upon request will result in bidder NOT being recommended for award of contract.

If, during the contract term, an awardee submits new items not listed in the previous catalog, MSDS must be furnished to the Purchasing Department for those new items containing toxic substances.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

21. **PERFORMANCE TESTING:** Through the catalog section of this contract, District Maintenance Department may decide to field-test awardee(s) product(s) based on the catalog section of this bid. When requested, in writing, by the District Maintenance Department, awardee(s) shall submit a sample(s) of the requested product(s) to an address as requested by the District Maintenance Department and at no cost to SBBC. It is also requested that the awardee(s) attend the field-testing process to instruct, train, trouble-shoot and answer questions about the product(s). After field-tests and evaluations are completed, a determination will be made by the District Maintenance Department if the product tested is acceptable for use throughout the District. The term "acceptable" shall mean that the product performs and meets the requirements of the bid. Any product that fails the field-test evaluation made by the District Maintenance Department will result in the product not being purchased for the District. A finding of "acceptable" shall be solely at the discretion of SBBC. District Maintenance Department will notify the vendor, in writing, if the product evaluated is accepted for District use. SBBC is not obligated to purchase any product from the catalog section of this bid nor is it obligated to purchase an "acceptable" product at that point in time.
22. **SIZE, PACKAGING AND LABELING FOR INDIVIDUAL CONTAINERS:** For catalog items, where applicable, product shall be furnished in new non-returnable, recyclable, commercial type, plastic, one-gallon containers with two one ounce dilution rate graduated plastic pumps. **NO METAL CONTAINERS.** Maximum four gallons per case. Two one ounce dilution rate graduated plastic pumps must be packaged in each case. Minimum box (case) burst strength of 200 pounds is required. Cases are not to be stacked more than four cases high on a pallet. No pallet exchange. One-gallon container must indicate the manufacturer's name, brand name of product, ingredients, quantity of contents and complete directions for use of product. All reference to the use of dilution shall appear on the carton's label unless the product is a "ready-to-use" product. Products which do not meet these label requirements **are not acceptable** and will be rejected. Note: Some products may be purchased in new non-returnable, recyclable, commercial type, one quart containers. Pour-on application shall have a directional pouring spout that pushes or folds back into the cap after use for safety purposes.
23. **LABELING OF CARTONS (CASES):** Individual cartons (cases) shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on the carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label unless the product is a "ready-to-use" product.
24. **SECONDARY LABELS FOR QUART CONTAINERS:** Product label shall indicate, as a minimum, manufacturer's name, brand name, safety precautions and any other OSHA and/or Federal Regulatory Regulations required for secondary labels. Label must be able to fit a quart container without overlap of label. Product label shall be self-adhesive and will be used for plastic spray quart containers. **Note: A minimum of eight self-adhesive labels are required for each case shipment. Eight self-adhesive labels shall be included in each case shipped to SBBC. Failure to ship the product labels in each case ordered shall result in rejection of shipment. (See Section 7, Attachment 4).**

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 4, SPECIAL CONDITIONS (Continued)

25. **PRODUCT UPDATES:** If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from either the vendor's or manufacturer's inventory, then the vendor shall advise the Purchasing Department in writing of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if requested, must be supplied for evaluation by the appropriate School Board staff. SBBC shall not be held liable for any damages incurred to samples during evaluation.
26. **SHIPPING INFORMATION:** SBBC purchase order number and ship to information must appear on all shipments, bills of lading, packing lists, delivery tickets and invoices. Failure to include this information will result in refusal of shipment at vendors expense and/or delay of payments. In addition to the above stated information, the delivery tickets must include the number of containers picked up, the number of containers delivered, the number of containers missing (if applicable) and the correct account number. Material back-ordered should be clearly indicated on the packing slip. Warehouse reserves the right to cancel back-orders at any time and purchase from an alternate vendor.
27. **COMPANY REPRESENTATIVE:** Bidder is requested to indicate in space provided on the Bid Requirements Sheet the name, address and telephone number of the representative(s) who could make periodic scheduled visits to the schools, departments and centers and who will be available **upon request to resolve billing and delivery problems.**
28. **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 vendor participating in this bid.
29. **ADDITIONAL MANUFACTURERS/COMPANY'S:** For **Bid Item 24**, bidder may insert the full name of the manufacturer/company to be offered with only one single fixed percentage discount (across-the-board) for all items available in the manufacturer/company's catalog/price list offered will be offered.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET

**UNIT
PRICE**

ITEM 1: 800 Cases (WHSE485160011) (W84003)
ALL-PURPOSE CLEANER.
Secondary Labels Required. See Specification B.2.

As per attached specifications. For approved brands, see
bid specifications.

_____/case
(for ordering purposes only)

Manufacturer: _____

Brand Offered: _____

Product Number: _____

Minimum Shipment: _____
(must not exceed 100 cases)

Delivery Time (days ARO): _____

**ITEM 1 WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
400,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

- | | | |
|----|---|--|
| A. | COST PER OUNCE OF UNDILUTED ALL PURPOSE CLEANER
(Divide unit price per case of four one-gallon containers by 512 ounces) | \$ _____ /ounce
(A) |
| B. | NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON
OF SOLUTION (See Special Condition 16) | _____ /ounce
(B) |
| C. | COST PER GALLON OF SOLUTION (Multiply A x B) | \$ _____ /gallon of
(C) solution |
| D. | ESTIMATED GALLONS OF SOLUTION REQUIRED | 400,000 gallons of
solution
(D) |
| E. | TOTAL COST TO PRODUCE 400,000 GALLONS OF SOLUTION
(Multiply C x D) | \$ _____
(E) |

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**UNIT
PRICE**

ITEM 2: 550 Cases

(WHSE48537____) (W84013)

DISINFECTANT DETERGENT.

Secondary Labels Required. See Specification B.2.

As per attached specifications. For approved brands,
see bid specifications.

Manufacturer's Name: _____

Brand Name: _____

Product Number: _____

Minimum Shipment: _____

(must not exceed 75 cases)

Delivery Time (days ARO): _____

_____/case
(for ordering purposes only)

**ITEM 2 WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
75,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

- | | | |
|----|--|--------------------------------------|
| A. | COST PER OUNCE OF UNDILUTED DISINFECTANT DETERGENT
(Divide unit price per case of four one-gallon containers by 512 ounces) | \$_____/ounce
(A) |
| B. | NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON
OF SOLUTION (See Special Condition 16) | _____/ounce
(B) |
| C. | COST PER GALLON OF SOLUTION (Multiply A x B) | \$_____/gallon of
(C) solution |
| D. | ESTIMATED GALLONS OF SOLUTION REQUIRED | 75,000 gallons of
solution
(D) |
| E. | TOTAL COST TO PRODUCE 75,000 GALLONS OF SOLUTION
(Multiply C x D) | \$_____
(E) |

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

<u>ITEM 3:</u>	<u>(TO BE AWARDED AS A GROUP)</u>	<u>UNIT PRICE</u>
A.	6400 each five gallon containers (WHSE485540003) (W84008) FLOOR FINISH, WATER EMULSION TYPE, DETERGENT RESISTANT As per attached specifications. For approved brands, see bid specifications.	
	Manufacturer's Name: _____	_____/ 5 gal. (for ordering purposes only)
	Brand Name: _____	
	Product Number: _____	
	Minimum Shipment: _____ (must not exceed 400, five gallon containers)	
	Delivery Time (days ARO): _____	
 ITEM 3A WILL BE AWARDED BASED ON THE TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VINYL COMPOSITION TILE (VCT) FLOORING WITH ONE COAT.		
A.	COST PER GALLON OF FLOOR FINISH (Container price ÷ by five [number of gallons in container])	\$ _____ /gallon (A)
B.	NUMBER OF GALLONS REQUIRED TO COVER 1,000 SQUARE FEET OF FLOORING WITH ONE COAT OF FINISH.	_____ /gallons (B)
C.	ESTIMATED NUMBER OF SQUARE FEET TO BE COVERED WITH ONE COAT.	30,000,000 sq ft (C)
D.	NUMBER OF GALLONS REQUIRED TO COVER 30,000,000 SQUARE FEET OF VCT FLOOR WITH ONE COAT OF FLOOR FINISH. (Multiply B x C [÷ 1,000])	_____ (D)
E.	TOTAL COST TO COVER 30,000,000 SQUARE FEET OF VCT FLOORING WITH ONE COAT OF FLOOR FINISH. (Multiply A x D)	\$ _____ (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, D AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

<u>ITEM 3 (Continued):</u>	<u>(TO BE AWARDED AS A GROUP)</u>	<u>UNIT PRICE</u>
B.	1250 Cases (WHSE485500014) (W84010) DETERGENT, SYNTHETIC, GENERAL PURPOSE As per attached specifications. For approved brands see bid specifications.	_____/case (for ordering purposes only)
	Manufacturer's Name: _____	
	Brand Name: _____	
	Product Number: _____	
	Minimum Shipment: _____ (must not exceed 200 cases)	
	Delivery Time (days ARO): _____	

**ITEM 3B WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
600,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED GENERAL PURPOSE SYNTHETIC DETERGENT (Divide unit price per case of four one-gallon containers by 512 ounces)	\$_____/ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION (See Special Condition 16)	_____/ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	\$_____/gallon of solution (C)
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	600,000 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 600,000 GALLONS OF SOLUTION (Multiply C x D)	\$_____ (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

**FLOOR FINISH SYSTEM - ITEMS 3A, 3B AND 3C
TO BE AWARDED AS GROUP**

<u>ITEM 3 (Continued):</u>	<u>(TO BE AWARDED AS A GROUP)</u>	<u>UNIT PRICE</u>
C.	2,875 Cases (WHSE485550012) (W84009) FLOOR FINISH REMOVER, WATER EMULSION TYPE FOR FLOOR FINISHES As per attached specifications. For approved brands, see bid specifications.	_____/case (for ordering purposes only)
	Manufacturer's Name: _____	
	Brand Name: _____	
	Product Number: _____	
	Minimum Shipment: _____ (must not exceed 300 cases)	
	Delivery Time (days ARO): _____	

**ITEM 3C WILL BE AWARDED BASED ON THE TOTAL COST TO PRODUCE
100,000 GALLONS OF SOLUTION TO BE DETERMINED BY THE FORMULA BELOW:**

A.	COST PER OUNCE OF UNDILUTED FLOOR FINISH REMOVER (Divide unit price per case of four one-gallon containers by 512 ounces)	\$ _____ /ounce (A)
B.	NUMBER OF OUNCES OF PRODUCT REQUIRED TO PRODUCE ONE GALLON OF SOLUTION (See Special Condition 16)	_____ /ounce (B)
C.	COST PER GALLON OF SOLUTION (Multiply A x B)	\$ _____ /gallon of (C) solution
D.	ESTIMATED GALLONS OF SOLUTION REQUIRED	600,000 gallons of solution (D)
E.	TOTAL COST TO PRODUCE 100,000 GALLONS OF SOLUTION (Multiply C x D)	\$ _____ (E)

BIDDERS MUST FILL IN ALL BLANKS (A, B, C AND E) IN ORDER TO BE CONSIDERED FOR AWARD.

TOTAL BID ITEM 3 (A - C INCLUSIVE)	\$ _____
(ADD TOTAL COSTS FOR 3A, 3B AND 3C)	

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM 4:</u>	2,400 quarts	(WHSE485260002) (W84012) TOILET BOWL CLEANER, NON-ACID As per attached specifications. For approved brands, see bid specifications.	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
		Manufacturer's Name: _____	_____	/qt _____
		Brand Offered: _____		
		Product Number: _____		
		Minimum Shipment: _____ (must not exceed 200 quarts)		
		Delivery Time (days ARO): _____		
		<u>NAME:</u>		<u>SINGLE FIXED PERCENTAGE DISCOUNT</u>
<u>ITEM 5:</u>		BETCO Delivery: _____ days ARO		_____ %
<u>ITEM 6:</u>		CDC PRODUCTS Delivery: _____ days ARO		_____ %
<u>ITEM 7:</u>		COMPLIANCE SPECIALISTS Delivery: _____ days ARO		_____ %
<u>ITEM 8:</u>		ECO-CONCEPTS Delivery: _____ days ARO		_____ %
<u>ITEM 9:</u>		ECOLAB Delivery: _____ days ARO		_____ %
<u>ITEM 10:</u>		ESSENTIAL INDUSTRIES Delivery: _____ days ARO		_____ %
<u>ITEM 11:</u>		FRANKLIN PRODUCTS Delivery: _____ days ARO		_____ %
<u>ITEM 12:</u>		GOLD COAST CHEMICAL Delivery: _____ days ARO		_____ %
<u>ITEM 13:</u>		MICRO-BEST Delivery: _____ days ARO		_____ %

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

	<u>NAME:</u>	<u>SINGLE FIXED PERCENTAGE DISCOUNT</u>
<u>ITEM 14:</u>	NATIONAL CHEMICAL LABORATORIES Delivery: _____ days ARO	_____ %
<u>ITEM 15:</u>	PERFECT PRODUCTS Delivery: _____ days ARO	_____ %
<u>ITEM 16:</u>	PURITAN SERVICES Delivery: _____ days ARO	_____ %
<u>ITEM 17:</u>	PURITY PRODUCTS Delivery: _____ days ARO	_____ %
<u>ITEM 18:</u>	REX CHEMICAL Delivery: _____ days ARO	_____ %
<u>ITEM 19:</u>	S.C. JOHNSON Delivery: _____ days ARO	_____ %
<u>ITEM 20:</u>	SPARTAN CHEMICAL Delivery: _____ days ARO	_____ %
<u>ITEM 21:</u>	THEOCHEM Delivery: _____ days ARO	_____ %
<u>ITEM 22:</u>	WEXFORD LABORATORIES Delivery: _____ days ARO	_____ %
<u>ITEM 23:</u>	ZEP MANUFACTURING Delivery: _____ days ARO	_____ %
<u>ITEM 24:</u>	ADDITIONAL MANUFACTURER/COMPANY'S NAME: _____ Delivery: _____ days ARO	_____ %

ADDITIONAL INFORMATION – THIS PRICING SHALL BE FIRM FOR ENTIRE CONTRACT PERIOD

Cost for (8) self-adhesive labels as per Special Condition 24: \$ _____ (total cost)

Cost for (2) dilution control one ounce pump Special Condition 16: \$ _____ (total cost)

Brand: _____ Model: _____

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)

NOTE TO BIDDER: Review General Condition 42 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.

ADDITIONAL INFORMATION

1. **MINIMUM ORDER (For Bid Items 5 through 23):**

If applicable in accordance with Special Condition 14.

\$ _____
(dollar amount)

2. **DELIVERY/FREIGHT (For Bid Items 5 through 23):**

It is suggested that all delivery, handling or other costs necessary to complete an order be included in the single, fixed percentage discount quoted. Any delivery costs which are additional should be stated in detail below (See Special Condition 12).

3. **COMPANY REPRESENTATIVE:**

(See Special Condition 27)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 5, BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION (Continued)

5. **INTERNET BASED CATALOG:**

If applicable in accordance with Special Condition 8.

- a. Does your firm currently have an internet based catalog system accessible to SBBC employees?

☐ YES ☐ NO

If YES, please answer questions b through d.

If NO, please answer question d.

- b. Would your internet based catalog system be accessible by SBBC employees ordering in relation to this Bid?

☐ YES ☐ NO

- c. If accessible by SBBC employees, what is the web site address?

http://www_____

- d. If your firm does not have an internet-based catalog, do you plan to have one in the near future?

☐ YES ☐ NO

If YES, how soon? _____

Six months or less _____

Six - 12 months _____

Greater than 12 months _____

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 6, BID SPECIFICATIONS

ITEM 1: ALL-PURPOSE CLEANER

A. General Specifications:

1. **Scope:** Product must conform to FSPMA specification CC-17, current revision for General Purpose Cleaner. Also, product must be listed on the certified products list, currently dated, for Specification CC-17 in order to be considered for award.
2. **Size and Packaging:** Product shall be furnished in new non-returnable, recyclable, commercial type, plastic one-gallon container with applicable dilution rate graduated plastic pump. **NO METAL CONTAINERS.** Maximum, four gallons per case. Two applicable dilution rate graduated plastic pumps must be packaged in each case. Minimum box (case) burst strength of 200 pounds is required. Product to be shipped stretch wrapped on standard 40" x 48" pallets. Cases are not to be stacked more than four cases high on a pallet. No pallet exchange. One-gallon container must indicate the manufacturer's name, brand name of product, ingredients, quantity of contents and complete directions for use of product. Products which do not meet these label and shipping requirements **are not acceptable** and will be rejected.
3. **Labeling of Cartons:** Individual cartons shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label.
4. **Shipping:** Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No pallet exchange. Cartons are not to be stacked more than 5 cartons high on a pallet. Shipments shall be such as to protect adequately and permit safe shipment by common carrier at the lowest possible rate.
5. **Dilution Calculation:** When calculating cost per gallon of solution, SBBC requires calculations to be on heavy soil surfaces.

B. Requirements:

1. Material Safety Data Sheets are required.
2. **Secondary Labels for Quart Containers:** Product label shall indicate, as a minimum, manufacturer's name, brand name, safety precautions and any other OSHA and/or federal regulatory regulations required for secondary labels. Label must be able to fit a quart container without overlap of label. Product label shall be self-adhesive and will be used for plastic spray quart containers. **Note: A minimum of eight self-adhesive labels are required for each bag-in-a-box carton. Failure to ship the product labels for each bag-in-a-box carton shall result in rejection of shipment.**
3. Shelf Life: One-year minimum from date received in SBBC Warehouse.
4. **Approved Brands:** Wexford Labs - Fresh-Wex or Wex-All or as updated by FSPMA's Certified Products List at the time of bid opening.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 6, BID SPECIFICATIONS (Continued)

ITEM 2: **DISINFECTANT DETERGENT**

A. **General Specifications:**

1. **Scope:** Product must conform to FSPMA Specification CC-10A, current revision for disinfectant detergent. Also, product must be listed on the certified products list, currently dated, for Specification CC-10A in order to be considered for award.
2. **Size and Packaging:** Product shall be furnished in new non-returnable, recyclable, commercial type, plastic one-gallon container with applicable dilution rate graduated plastic pump. **NO METAL CONTAINERS.** Maximum, four gallons per case. Two applicable dilution rate graduated plastic pumps must be packaged in each case. Minimum box (case) burst strength of 200 pounds is required. Product to be shipped stretch wrapped on standard 40" x 48" pallets. Cases are not to be stacked more than four cases high on a pallet. No pallet exchange. One-gallon container must indicate the manufacturer's name, brand name of product, ingredients, quantity of contents and complete directions for use of product. Products which do not meet these label and shipping requirements **are not acceptable** and will be rejected.
3. **Labeling of Cartons:** Individual cartons shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label.
4. **Shipping:** Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No pallet exchange. Cartons are not to be stacked more than five cartons high on a pallet. Shipments shall be such as to protect adequately and permit safe shipment by common carrier at the lowest possible rate.
5. **Dilution Calculation:** When calculating cost per gallon of solution, SBBC requires calculations to be on heavy soil surfaces.

B. **Requirements:**

1. Material Safety Data Sheets are required.
2. **Secondary Labels for Quart Containers:** Product label shall indicate, as a minimum, manufacturer's name, brand name, safety precautions and any other OSHA and/or federal regulatory regulations required for secondary labels. Label must be able to fit a quart container without overlap of label. Product label shall be self-adhesive and will be used for plastic spray quart containers. **Note: A minimum of eight self-adhesive labels are required for each bag-in-a-box carton. Failure to ship the product labels for each bag-in-a-box carton shall result in rejection of shipment.**
3. Shelf Life: One-year minimum from date received in SBBC Warehouse.
4. **Approved Brands:** Wexford Labs - Wexcide, Wexcide 128 or Phenex or as updated by FSPMA's Certified Products List at the time of bid opening.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 6, BID SPECIFICATIONS (Continued)

- ITEM 3:** **FLOOR FINISH SYSTEMS CONSISTING OF:**
- I. FLOOR FINISH, WATER EMULSION TYPE, DETERGENT RESISTANT**
 - II. DETERGENT, SYNTHETIC GENERAL PURPOSE**
 - III. REMOVER, WATER EMULSION TYPE FOR FLOOR FINISH**

Note: For Bid Items 3A, 3B and 3C, products submitted must be from the same manufacturer. Failure to submit products from the same manufacturer shall result in disqualification of Bid Item 3.

A. General Specifications:

1. Scope:

Floor finish, Water Emulsion Type, Detergent Resistant - Product must conform to FSPMA Specification CC-29, current revision, for water emulsion type, detergent resistant, floor finishes. Also, product must be listed on the certified products list, currently dated, for Specification CC-29, Class VI (24% solids) is required in order to be considered for award. Product must be grouped as a floor finish system.

Detergent, Synthetic General Purpose - Product must conform to FSPMA Specification CC-29, current revision, for synthetic general purpose detergent. Also, product must be listed on the certified products list, currently dated, for Specification CC-29. Product must be grouped in a floor finish system.

Remover, Water Emulsion Type for Floor Finish - Product must conform to FSPMA Specification CC-29, current revision, for water emulsion type of floor finish remover. Also, product must be listed on the certified products list, currently dated, for Specification CC-29 and be a Type I or Type II grade. Product must be grouped in a floor finish system. Remover must completely strip (remove) a minimum of 7 coats of floor finish in one application.

2. Size and Packaging:

Floor finish - Shall be packaged in new non-returnable, recyclable, commercial type, plastic five-gallon containers with pour spout. **NO METAL CONTAINERS.**

Detergent and floor finish remover - Product shall be furnished in new non-returnable, recyclable, commercial type, plastic one-gallon container with applicable dilution rate graduated plastic pump. **NO METAL CONTAINERS.** Maximum, four gallons per case. Two applicable dilution rate graduated plastic pumps must be packaged in each case. Minimum box (case) burst strength of 200 pounds is required. Product to be shipped stretch wrapped on standard 40" x 48" pallets. Cases are not to be stacked more than four cases high on a pallet. No pallet exchange. One-gallon container must indicate the manufacturer's name, brand name of product, ingredients, quantity of contents and complete directions for use of product. Products which do not meet these label and shipping requirements **are not acceptable** and will be rejected.

- 3. Labeling of Cartons:** Individual cartons shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label.

- 4. Shipping:** Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No pallet exchange. Cartons are not to be stacked more than five cartons high on a pallet. Shipments shall be such as to protect adequately and permit safe shipment by common carrier at the lowest possible rate.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 6, BID SPECIFICATIONS (Continued)

ITEM 3 (Continued):

5. **Dilution Calculation:** When calculating cost per gallon of solution, SBBC requires calculations to be on heavy soil surfaces.

B. **Requirements:**

1. Material Safety Data Sheets are required.
2. Shelf Life: One-year minimum from date received in SBBC Warehouse.
3. **Approved Brands and Systems:**

	<u>Type</u>	<u>Manufacturer's Name</u>	<u>Brand Name</u>	<u>Class/Type</u>
1.	Finish	Buckeye International	Castleguard	Class VI
1.	Detergent	Buckeye International	Buckeye Straight	
1.	Remover	Buckeye International	Buckeye Revelation	Type I
2.	Finish	Buckeye International	Castleguard	Class VI
2.	Detergent	Buckeye International	Buckeye Straight	
2.	Remover	Buckeye International	Buckeye S.W.A.T.	Type II
3.	Finish	Ecolab Professional Div.	Marquise	Class VI
3.	Detergent	Ecolab Professional Div.	Airkem Neutral Cleaner	
3.	Remover	Ecolab Professional Div.	Lift-Off	N/A

or as updated by FSPMA's Certified Product's List at the time of bid opening.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 6, BID SPECIFICATIONS (Continued)

ITEM 4: **TOILET BOWL CLEANER, NON-ACID:**

General Specifications:

1. **Scope:** Product must conform to FSPMA Specification CC-4, current revision for non-acid toilet bowl cleaner. Also, product must be listed on the certified products list, currently dated, for Specification CC-4 in order to be considered for award.
2. **Size and Packaging:** Product shall be furnished in new non-returnable, recyclable, commercial type, plastic one-quart containers. Pour-on application shall have a directional pouring spout that pushes or folds back into the cap after use for safety purposes.
3. **Labeling of Cartons:** Individual cartons shall be labeled showing the name of the manufacturer, brand name of product, ingredients, quantity of contents and complete directions for use of product. Cartons shall also be labeled in accordance with the labeling requirements of the Consumer Product Safety Commission. Labels shall be printed or glued directly on carton. Labeling shall conform to all federal regulatory requirements for goods in interstate commerce. All reference to the use of dilution shall appear on the carton's label.
4. **Shipping:** Product must be shipped shrink-wrapped on standard 40" x 48" pallets. No pallet exchange. Cartons are not to be stacked more than five cartons high on a pallet. Shipments shall be such as to protect adequately and permit safe shipment by common carrier at the lowest possible rate.

B. Requirements:

1. Material Safety Data Sheets are required.
2. Shelf Life: One-year minimum from date received in SBBC Warehouse.
3. **Approved Brands:** Spartan Chemical NABC or as updated by FSPMA's Certified Products List at the time of bid opening.

VENDOR NAME: _____
CH/lr

SECTION 7, ATTACHMENT 1
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: _____

CH/lr

The School Board of Broward County, Florida
CUSTODIAL CHEMICALS

SECTION 7, ATTACHMENT 2

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.

Prior to the commencement of any work the awardee must provide SBBC Purchasing 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 6.

See also General Conditions 13 and 21.

VENDOR NAME: _____
CH/lr

SECTION 7, ATTACHMENT 3

VENDOR / MANUFACTURER TRAINING

DATE: _____

TO: Custodial Supervisor, North Area District Maintenance
Custodial Supervisor, Central Area District Maintenance
Custodial Supervisor, South Area District Maintenance

FROM: _____ COMPANY NAME: _____

SUBJECT: **BID 23-150B – CUSTODIAL CHEMICALS
FACILITIES SERVICEPERSON TRAINING AND SUPPORT**

This form is being used to ensure Facilities Servicepersons are being properly trained on all chemical purchases for their facility. Training will be conducted and documented in accordance with Section 4, Special Condition 17 of the subject bid.

After training has been accomplished, this form must be sent to **The School Board of Broward County, Florida, District Maintenance Department, 3810 NW 10th Avenue, Oakland Park, FL 33309.** District Maintenance will keep a record of all training conducted for each piece of equipment for the term of the contract.

Company Name and Address: _____

Name and Type of Product: _____

Trainer's Name and Signature: _____
(printed name) (signature)

Name of Product: _____

Brief Synopsis of Training Provided: _____

EMPLOYEES RECEIVING TRAINING : (Print Names)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Training was conducted to the satisfaction of the Facilities Servicepersons.

(Printed name and signature of Head Facilities Serviceperson)

VENDOR NAME: _____
CH/lr

SECTION 7, ATTACHMENT 4

SAMPLE LABEL FOR SECONDARY LABELS

OSHA's Hazard Communication Standard – 29 CFR 1910.1000, requires that all chemical containers be properly labeled with hazard information, precautions and first aid procedures.

Labels are to be **self-adhesive** and will be applied to a plastic spray quart container. A sample label is indicated below. These labels can be purchased through, as a suggested vendor, Tolco, 1920 Linwood Avenue, Toledo, Ohio 43624, Phone: 800-537-4786 or Fax: 419-241-3035.

GLASS & WINDOW CLEANER	
Product #123	
Mix: 13 oz/gallon Wear gloves and eye protection	
ABCD CORPORATION 12345 Apple Tree Lane Miami, Florida 11111 555-555-5555	
(SAMPLE LABEL)	
CONTAINS:	CAS #
2- BUTOXYETHONAL	111-11-1
2- PROPANOL	222-22-2
CAUTIONS: KEEP AWAY FROM HEAT OR SPARKS, HARMFUL IF INHALED OR ABSORBED THROUGH THE SKIN. DO NOT BREATHE VAPORS. VENTILATE. SKIN AND EYE IRRITANT – AVOID CONTACT.	
FIRST AID: GET TO FRESH AIR. SKIN AND EYES – FLUSH WITH WATER. IF IRRITATION PERSISTS GET MEDICAL AID. INTERNAL – DRINK LARGE QUANTITY OF MILK OR WATER, GET MEDICAL ATTENTION.	
DIRECTIONS: DILUTE AS STATED ABOVE – SPRAY OR WIPE ON SURFACE. THEN WIPE OFF.	
KEEP OUT OF REACH OF CHILDREN	

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/RFP Due Date established within, to:

The School Board of Broward County, Florida
Purchasing Department
Suite 323
7720 West Oakland Park Boulevard
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:
	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: _____