

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

ITB No.: <u>15-006R</u>	Tentative Board Meeting Date*: <u>MAY 20, 2014</u>
Description: <u>PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE,</u> <u>TUBING AND RELATED MATERIALS (CATALOGS)</u>	Notified: <u>201</u> Downloaded: <u>19</u> ITBP Rec'd: <u>7</u> No Bids: <u>0</u>
For: <u>MATERIALS & LOGISTICS STOCKROOM</u> <u>(School/Department)</u>	ITB Opening: <u>FEBRUARY 4, 2014</u>
Fund: <u>DEPARTMENT'S OPERATING BUDGET</u>	Advertised Date: <u>DECEMBER 20, 2013</u>
	Award Amount: <u>\$950,000 (PER CONTRACT PERIOD)</u>

POSTING OF BID RECOMMENDATION/TABULATION: Bid Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and www.Demandstar.com on **MARCH 4, 2014 @ 3:00 pm**, and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. 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." Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time periods provided. Filings shall be at the office of the Director of Supply Management & Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. 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, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond or other security required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(*) The Cone of Silence, as stated in the ITB, is in effect until this bid is approved by SBBC. The School Board meeting date stated above is a tentative date. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

RECOMMENDATION/TABULATION

VENDOR'S NAME

APPLE SPECIALTIES, INC.

ITEM(S) AWARDED

12, 16, 18, 23, 30, 53, 54, 55, 56, 59, 64, 75, 129, 155, 156, 157, 158, 166, 167, 168, 178, 179, 180, 183, 184, 186, 187, 188, 189

BEST PLUMBING SPECIALTIES, INC.

4, 7, 10, 11, 12, 14, 16, 17, 18, 19, 20, 21, 23, 30, 31, 43, 44, 45, 46, 47, 51, 53, 54, 55, 56, 59, 60, 61, 64, 67, 70, 71, 75, 82, 83, 85, 86, 88, 89, 90, 93, 96, 100, 103, 104, 107, 108, 109, 110, 114, 116, 118, 119, 120, 121, 122, 128, 129, 131, 135, 136, 141, 151, 154, 155, 157, 158, 165, 166, 167, 168, 169, 172, 174, 175, 177, 178, 179, 180, 182, 184, 186, 187, 188, 189, 190

HD SUPPLY WATERWORKS, LTD.

52, 107, 108, 178, 182

INTERLINE BRANDS, INC.D/B/A SEXAUER

16, 20, 23, 40, 46, 47, 53, 54, 55, 56, 60, 61, 64, 71, 72, 73, 75, 82, 89, 90, 91, 92, 93, 94, 95, 96, 103, 104, 114, 129, 131, 133, 134, 135, 136, 154, 155, 156, 157, 158, 161, 162, 163, 166, 167, 168, 178, 179, 180, 182, 184, 186, 187, 188, 190

LEHMAN PIPE AND PLUMBING SUPPLY, INC.

1, 11, 12, 13, 14, 16, 19, 20, 23, 24, 25, 26, 27, 28, 29, 31, 48, 50, 52, 54, 56, 57, 58, 60, 62, 73, 75, 76, 77, 78, 79, 80, 81, 84, 85, 99, 101, 102, 103, 107, 108, 109, 110, 112, 115, 118, 119, 120, 121, 122, 123, 124, 125, 128, 135, 109, 110, 112, 115, 118, 119, 120, 121, 122, 123, 124, 125, 128, 135, 136, 137, 140, 142, 143, 144, 145, 146, 147, 148, 149, 157, 159, 165, 167, 168, 173, 174, 178, 179, 180, 181, 182, 186, 187, 188, 189

By: _____

(Purchasing Agent)

Date: 03/04/14

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Director of Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Director of Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

PALM BEACH PLUMBING PARTS, INC.

7, 12, 14, 16, 21, 23, 30, 46, 47, 54, 56, 59, 61, 64, 67, 75, 79, 93, 104,
116, 129, 154, 155, 156, 157, 166, 167, 168, 178, 179, 180, 182, 184,
185, 186, 187

W.W. GRAINER, INC.

190

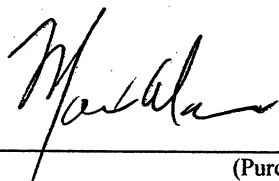
IT IS RECOMMENDED THAT FOR THE REASONS STATED ON THE ATTACHED BID REJECTION SHEET, THE BIDS AS STATED, EITHER IN ITS ENTIRETY OR FOR THE PARTICULAR ITEM LISTED, BE REJECTED FOR NOT COMPLYING WITH THE BID REQUIREMENTS.

ITEMS: 2, 3, 5, 6, 8, 9, 15, 22, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 49, 63, 65, 66, 68, 69, 74, 87, 97, 98, 105, 106, 111, 113, 117, 126, 127, 130, 132, 138, 139, 150, 152, 153, 160, 164, 170, 171 AND 176: NO ACCEPTABLE BIDS RECEIVED. ITEMS WILL NOT BE REBID. ITEMS WILL BE PURCHASED ACCORDING TO STANDARD PURCHASING PROCEDURES.

RECOMMEND THE AWARD BE MADE TO THE ABOVE BIDDERS WHO OFFERED A SINGLE FIXED PERCENTAGE DISCOUNT AND OTHERWISE COMPLIED WITH THE SPECIFICATIONS, TERMS AND CONDITIONS.

CONTRACT PERIOD: OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2016 OR AS RENEWED.

By:



(Purchasing Agent)


Date: 03/04/14

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Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Director of Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Item	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA BID TABULATION SHEET	APPLE SPECIALTIES, INC.	BEST PLUMBING SPECIALTIES, INC.	HD SUPPLY WATERWORKS, LTD.	INTERLINE BRANDS, INC. DBA SEXAUER	LEHMAN PIPE AND PLUMBING SUPPLY, INC.	PALM BEACH PLUMBING PARTS, INC.	W.W. GRAINGER, INC.
		DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT
1	Acorn Access Doors/Panels					53%		
2	AHD Architectural Access Doors/Panels					0%		
3	American Metals (Ameri-Vent)					0%		
4	American Standard (faucets and fittings)		47%			0%		
5	American Standard (lavatories elongated bowl)					0%		
6	American Standard (lavatories handicapped-accessible)					0%		
7	American Standard (repair parts)		47%			0%	30%	
8	American Standard (urinals floor- mounted)					0%		
9	American Standard (urinals wall- hung)					0%		
10	American Standard (remaining line)		48%			0%		
11	American Valve		35%			50%		
12	Ames	37%	35%			50%	35%	
13	Anaco NH Couplings					86%		
14	Apollo		8%			51%	25%	
15	Ariston					0%		
16	Bemis	32%	40%		40%	42%	29%	
17	Beneke Fire-retardant toilet seats		45%			0%		
18	Bradley	7%	30%			0%		
19	Brass Craft (gas connectors)		50%			73%		
20	Brass Craft (remaining line)		50%		40%	70%		
21	Briggs		27%			0%	15%	
22	Centoco					0%		
23	Central Brass	47%	47%		46%	40%	20%	
24	Cerro					57%		
25	Charlotte Pipe & Foundry (Schedule 40 PVC fittings)					82%		

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		DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT
26	Charlotte Pipe & Foundry (Schedule 40 PVC pipe)					60%		
27	Charlotte Pipe & Foundry (Schedule 80 PVC fittings)					83%		
28	Charlotte Pipe & Foundry (Schedule 80 PVC pipe)					55%		
29	Cherne Test Balls					20%		
30	Chicago Faucet	48.5%	48%		40%	0%	37%	
31	Clampette		28%			35%		
32	Colonial Engineering (Schedule 40 PVC fittings)					0%		
33	Colonial Engineering (Schedule 40 PVC pipe)					0%		
34	Colonial Engineering (Schedule 80 PVC fittings)					0%		
35	Colonial Engineering (Schedule 80 PVC pipe)					0%		
36	Crane (lavatories elongated bowl)					0%		
37	Crane (lavatories handicapped- accessible)					0%		
38	Crane (repair parts)					0%		
39	Crane (urinals floor-mounted)					0%		
40	Crane (urinals wall-hung)					0%		
41	Crane (remaining line)					0%		
42	CS+B Tubular					0%		
43	Dahl		41%			0%		
44	Dayton-Kingsford (double- compartment stainless steel sinks)		39%			0%		
45	Dayton-Kingsford (single- compartment stainless steel sinks)		39%			0%		
46	Delta Faucet		47%		43%	0%	30%	
47	Delany (Coyne-Delany)		48%		32%	0%	33%	
48	Dezurik					1%		
49	Diamond					0%		

	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA BID TABULATION SHEET		APPLE SPECIALTIES, INC.		BEST PLUMBING SPECIALTIES, INC.		HD SUPPLY WATERWORKS, LTD.		INTERLINE BRANDS, INC. DBA SEXAUER		LEHMAN PIPE AND PLUMBING SUPPLY, INC.		PALM BEACH PLUMBING PARTS, INC.		W.W. GRAINGER, INC.	
	Item	Description	DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT	
50	Dresser										25%					
51	Eastman				48%						0%					
52	EBAA						57%				45%					
53	Elkay (faucets)		35%		51%				30%		0%					
54	Elkay (repair parts)		35%		46%				30%		40%		30%			
55	Elkay (sinks)		40%		45%				30%		0%					
56	Elkay (remaining line)		46%		50%				30%		40%		30%			
57	Elmdor/Acorn Access Doors										53%					
58	Erico Hangers										62%					
59	Febco		51%		5%						0%		25%			
60	Fernco				74%				38%		76%					
61	Fisher				48%				35%		0%		25%			
62	Flo Control PVC Compression Couplings										40%					
63	Florida Pipe										0%					
64	Fluidmaster		36%		48%				35%		0%		40%			
65	Ford										0%					
66	Franke										0%					
67	Franklin Machine Products				46%						0%		25%			
68	Freedom Plastics										0%					
69	G.D. Industries										0%					
70	Geberit				39%						0%					
71	Gerber (faucets)				46%				40%		0%					
72	Gerber (sinks)								40%		0%					
73	Hammond Valve								40%		64%					
74	Harvey										0%					
75	Haws		27%		34%				8%		33%		20%			
76	Hayward Plastic Valves										20%					
77	Hayward (PVC butterfly valves)										30%					
78	Hayward (PVC butterfly valves)										30%					
79	Hercules Chemical										50%		15%			
80	Homestead Plug Valves										30%					
81	H.S. White Gaskets										10%					
82	In-Sink-Erator				6%				18%		0%					
83	Jameco				24%						0%					

Item	Description	APPLE SPECIALTIES, INC.		BEST PLUMBING SPECIALTIES, INC.		HD SUPPLY WATERWORKS, LTD.		INTERLINE BRANDS, INC. DBA SEXAUER		LEHMAN PIPE AND PLUMBING SUPPLY, INC.		PALM BEACH PLUMBING PARTS, INC.		W.W. GRAINGER, INC.	
		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT	
84	James Jones									35%					
85	Jomar			44%						50%					
86	Josam Hydrant			34%						0%					
87	J.P. Ward									0%					
88	J.R. Smith Hydrant			70%						0%					
89	Keeney			50%						0%					
90	Kohler (faucets)			40%				30%		0%					
91	Kohler (lavatories elongated bowl)							40%		0%					
92	Kohler (lavatories handicapped-accessible)							40%		0%					
93	Kohler (repair parts)			47%				42%		0%		35%			
94	Kohler (urinals floor-mounted)							40%		0%					
95	Kohler (urinals wall-hung)							40%		0%					
96	Kohler (remaining line)			45%				40%		0%					
97	Kollman (parts)									0%					
98	Kollman (tools)									0%					
99	Laco Chemical									35%					
100	Lawler			35%						0%					
101	Lee									70%					
102	Lee Brass Raised Head and Countersunk Plugs									30%					
103	Lenox--American Saw			25%				25%		50%					
104	Leonard			35%				15%		0%		12%			
105	M&H									0%					
106	Marco Drain and Sewer Cleaning									0%					
107	Merit Brass (brass fittings)			81%			64%			70%					
108	Merit Brass (brass nipples)			94%			87%			94%					
109	Merit Brass (stainless steel fittings)			74%						85%					
110	Merit Brass (stainless steel nipples)			89%						96%					
111	Metcraft									0%					
112	Mission Couplings									88%					
113	Mixet/Eijer									0%					

	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA BID TABULATION SHEET		APPLE SPECIALTIES, INC.		BEST PLUMBING SPECIALTIES, INC.		HD SUPPLY WATERWORKS, LTD.		INTERLINE BRANDS, INC. DBA SEXAUER		LEHMAN PIPE AND PLUMBING SUPPLY, INC.		PALM BEACH PLUMBING PARTS, INC.		W.W. GRAINGER, INC.	
	Item	Description	DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT	
	114	Moen			44%				40%		0%					
	115	Mueller Brass									35%					
	116	Neoperl			55%						0%		25%			
	117	Niagara									0%					
	118	Nibco (ball valves)			50%						66%					
	119	Nibco (butterfly valves)			50%						66%					
	120	Nibco (repair parts)			50%						50%					
	121	Nibco (silent and water check valves)			50%						66%					
	122	Nibco (remaining line)			50%						66%					
	123	Oatey (cements and cleaners)									50%					
	124	Oatey (remaining line)									30%					
	125	OC Keckley Brass and Iron Y-Strainers									58%					
	126	Olsonite Fire-retardant Toilet Seats									0%					
	127	Phelps Dodge									0%					
	128	Propress System			49%						57%					
	129	Powers	33%		30%				20%		0%		10%			
	130	Premier									0%					
	131	Price-Pfister			36%				35%		0%					
	132	Reading									0%					
	133	Rectoseal Corp							10%		0%					
	134	Red-White							50%		0%					
	135	Ridgid (repair parts)			20%				10%		20%					
	136	Ridgid (tools)			20%				10%		20%					
	137	Roberts Manufacturing Float Valves									20%					
	138	Roblyn									0%					
	139	Rondalyn									0%					
	140	Royal									45%					
	141	Rusco			24%						0%					
	142	Sanderson Pipe (Schedule 40 Class 200 PVC pipe)									1%					

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						DISCOUNT	DISCOUNT	DISCOUNT	DISCOUNT	
	Description									
143	Sanderson Pipe (Schedule 80 Class 200 PVC pipe)						1%			
144	Sanderson Pipe (Schedule 40 Class 200 PVC fittings)						1%			
145	Sanderson Pipe (Schedule 80 Class 200 PVC fittings)						1%			
146	Sanderson Pipe (Schedule 40 Purple Reclaimed PVC pipe)						1%			
147	Sanderson Pipe (Schedule 80 Purple Reclaimed PVC pipe)						1%			
148	Sanderson Pipe (Schedule 40 Purple Reclaimed PVC fittings)						1%			
149	Sanderson Pipe (Schedule 80 Purple Reclaimed PVC fittings)						1%			
150	Sawhill						0%			
151	Sayco		26%				0%			
152	Schaible						0%			
153	Seminole Anvil						0%			
154	Sharkbite		51%				40%		40%	
155	Sloan (faucets)	45%	50%				42%		43%	
156	Sloan (lavatories)	45%					42%		40%	
157	Sloan (repair parts)	53%	53%				42%	45%	52%	
158	Speakman	36%	38%				35%			
159	Spears						50%			
160	Sperzel						0%			
161	Sterling (repair parts)						35%			
162	Sterling (sinks)						15%			
163	Sterling (remaining line)						15%			
164	Stockham						0%			
165	Strataflo Valves		30%				36%			
166	Symmonds	35%	38%				25%		34%	
167	T&S Brass (faucets)	53%	48%				42%	20%	46%	
168	T&S Brass (repair parts)	53%	48%				42%	20%	46%	
169	Tapmaster		2%					0%		
170	Tara Corp Solder						0%			

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		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT	
171	Technical Concepts											0%					
172	Toto					50%						0%					
173	Tyler											35%					
174	US Foundry					1%						1%					
175	US Steel					1%						0%					
176	Valley (and Valley/Eijer)											0%					
177	Water Saver					5%						0%					
178	Watts (backflow preventors)			36%		46%		46%		30%		45%		37%			
179	Watts (repair parts)			36%		46%				30%		50%		28%			
180	Watts (valves)			36%		46%				30%		40%		28%			
181	Wheatland											1%					
182	Wilkins					42%		52%		30%		59%		22%			
183	Willoughby			5%								0%					
184	Zurn (faucets)			41%		57%				50%		0%		35%			
185	Zurn (lavatories)											0%		8%			
186	Zurn (repair parts)			41%		51%				30%		50%		35%			
187	Zurn (valves)			41%		51%				48%		50%		35%			
188	Zurn (remaining line)			41%		50%				40%		60%					
189	Additional manufacturers																
	Ames Fire and Waterworks																
	Apollo (remaining line)											33%					
	Aqua Pure Cuno			27%		25%						50%					
	ASI			20%		18%											
	B&K Industries					24%											
	Bobrick			20%													
	Ebco			15%		8%											
	Excel Dryer			10%		8%											
	General Wire					2%											
	Grone					18%											
	Guardian Emergency Equipment					8%											
	Halsey Taylor			25%		20%											
	Holyoke Brass					18%											
	Hydrotek					10%											
	Jaclo					28%											
	Jones Stephens			15%		10%											

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		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT		DISCOUNT	
189	Additional manufacturers																
	Kingston Brass					18%											
	Legend Valve					18%											
	Lochinvar					2%						25%					
	McGuire Manufacturing					5%											
	Oasis					8%											
	Plastic Oddities					8%											
	Trice Gauge					5%											
	World Dryer					8%											
190	Additional dealers/distributors																
	Acorn Aqua					32%											
	Acorn Engineering					11%											
	A.O. Smith					2%											
	Best Plumbing					20%											
	Boonick					18%											
	Gerber					20%											
	Sexauer									25%							
	W.W. Grainger															13%	
REMARKS: BID DRAFT WAS APPROVED BY: MARK ALAN, PURCHASING AGENT III, SUPPLY MANAGEMENT AND LOGISTICS BIDS RECEIVED WERE EVALUATED BY: MARK ALAN, PURCHASING AGENT III, SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDERS MEETING SPECIFICATIONS TERMS AND CONDITIONS.																	

Bid 15-006R
Plumbing Supplies, Parts, Fixtures, Pipe, Tubing and Related Materials
(Manufacturers' Catalogs)
Summary of Bid Rejections

Items 2-10, 15, 17, 18, 21, 22, 30, 32-47, 49, 51, 53, 55, 59, 61, 63-72, 74, 82, 83, 86-98, 100, 104-106, 111, 113, 114, 116, 117, 126, 127, 129-134, 138, 139, 141, 150-156, 158, 160-164, 166, 169-172, 175-177 and 183-185

Reject items from Lehman Pipe and Plumbing Supply, Inc. Special Condition 8 states that a minimum discount of 1% must be submitted in order [for] a Bidder to be considered for award. Net pricing terms (0%) will be rejected as non-responsive. Bidder offered single fixed percentage discount of 0% for all the Bid Items listed above and is not in compliance with Special Condition 8.



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

Chair
Vice Chair
Board Members

SCHOOL BOARD

PATRICIA GOOD
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ROBIN BARTLEMAN
ABBY M. FREEDMAN
KATHERINE M. LEACH
LAURIE RICH LEVINSON
ANN MURRAY
DR. ROSALIND OSGOOD
NORA RUPERT

ROBERT W. RUNCIE
Superintendent of Schools

December 20, 2013

Dear Prospective Bidders:

SUBJECT: Instructions to Bidders
Invitation to Bid 15-006R – Plumbing Supplies, Parts, Fixtures, Pipe, Tubing and Related Materials
(Manufacturers' Catalogs)

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for plumbing supplies, parts, fixtures, pipe, tubing and related materials. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via fax at 754-321-0534 or e-mail to mark.alan@browardschools.com. No other SBBC staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

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

- **SECTION 2, SUBMITTAL REQUIREMENTS**

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full or which contains prices submitted in pencil.

- **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

Bids are due in the Supply Management & Logistics Department on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.

- **STATEMENT OF "NO BID"**

If you are **not** submitting a bid in response to this ITB, please complete Section 7, Statement of "No Bid" and return via fax to 754-321-0534 or scan and e-mail to mark.alan@browardschools.com. Your response to the Statement of "No" Bid is very important to the Supply Management & Logistics Department when creating future ITBs.

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

Sincerely,

Purchasing Agent III

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

INVITATION TO BID (ITB)

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

FEBRUARY 4, 2014

ITB NO.:

15-006R

RELEASE DATE:

DECEMBER 20, 2013

PURCHASING AGENT:

Mark Alan

754-321-0507

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

BID TITLE:

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

SECTION 1, Bidder Acknowledgement

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

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

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

Address:

P.O. Address:

City:

State:

ZIP Code:

City:

Telephone Number:

State:

ZIP Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

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

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

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2, Submittal Requirements

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

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Bid Bond | <input type="checkbox"/> Descriptive Literature | <input type="checkbox"/> Licenses | <input type="checkbox"/> Material Safety Data Sheets |
| Special Condition ____ | Special Condition ____ | Special Condition ____ | Special Condition ____ |
| <input type="checkbox"/> Manufacturers Authorization | <input type="checkbox"/> References | <input type="checkbox"/> Bidder Questionnaire | <input type="checkbox"/> Other _____ |
| Special Condition ____ | Special Condition ____ | Special Condition ____ | Special Condition ____ |
| <input type="checkbox"/> Bidder's Preference Statement | | | |
| Special Condition ____ | | | |

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

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Supply Management & Logistics Department **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted will govern. All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).** If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Supply Management & Logistics Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Supply Management & Logistics no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum will be issued.
6. **AWARDS:** In the best interest of SBBC, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Supply Management & Logistics within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under a contract awarded under this bid.
15. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The Awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the Board occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.
21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.
22. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation.
23. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
24. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET.
25. **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the Awardee's expense.
26. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
27. **BID ABSTRACTS:** Bid tabulations are available at www.demandstar.com.
28. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
29. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Supply Management & Logistics Department. There shall be no partial assignments of this "Bid/RFP" including, without limitation, the partial assignment of any right to receive payments from SBBC.
30. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
31. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
32. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
33. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
34. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from vendor's equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

35. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted in the Supply Management & Logistics Department and on www.demandstar.com on **MARCH 4, 2014 at 3:00 p.m. ET**, and will remain posted for 72 hours. Any change to the date and time established herein for posting of RFP Recommendations/Tabulations shall be posted in the Supply Management & Logistics Department and/or at www.demandstar.com (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

36. (Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Supply Management & Logistics, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

37. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the SUPPLY MANAGEMENT & LOGISTICS DEPARTMENT on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management & Logistics Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
38. **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
39. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
40. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive."
- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28 Florida Statutes.
- b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.
41. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

42. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
43. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
44. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754- 321-2150 or Teletype Machine TTY 754-321-2158.
45. **SEVERABILITY** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
46. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by the Supply Management Department for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated purchasing agent as stated herein.
47. **LOBBYIST ACTIVITIES:** In accordance with School Board Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
48. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Supply Management & Logistics Department; the tie low bid vendors invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS**. This form will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. AN M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the Bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, Bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's Supplier Diversity & Outreach Program at 754-321-0550 or www.broward.k12.fl.us/supply/vendor/mwbe.htm.
50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.
51. **SBBC PHOTO IDENTIFICATION BADGE:**
Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- L-1 Enrollment Services has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or EasyPathInfo@morphotrust.com. **Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) <http://www.l1enrollment.com/state/?st=broward> (used for scheduling and registering applicants) 2) <https://sbcc-easypath.browardschools.com/EasyPathWeb/Web.dll> (used for vendors to check the status of applicants and order replacement badges) and 3) <http://www.l1enrollment.com/state/forms/broward/51f2c822ca09f.pdf> (form/application). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: <http://www.identogo.com>. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**
- Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: L-1 Enrollment Services, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301.
52. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
53. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.
54. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
55. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
 - All departments being advised not to do business with vendor.
56. **CONE OF SILENCE:** Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member or the Superintendent of Schools, after the Supply Management & Logistics Department releases the solicitation to the general public. This "Cone of Silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Supply Management & Logistics Department. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section HH as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their bid to be considered non-responsive and therefore be ineligible for award.**
57. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.
58. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with State Statutes 119.071 and 286.0113.

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

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.

BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (SBBC) desires bids on all types of **PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS** with a single fixed percentage discount as specified herein. Percentage discounts quoted shall include inside delivery to the **Materials Logistics Stockroom, 3810 NW 10 Avenue, Fort Lauderdale, FL 33309**, unless otherwise indicated.
2. **TERM:** The award of this bid shall establish a contract for the period **October 1, 2014 and continuing through September 30, 2016**. Bids will not be considered for a shorter period of time. Items will be ordered on an as needed basis.
3. **AWARD:** Awards will be made to ALL responsive and responsible Bidders who offer a single fixed percentage discount from the most current manufacturers' list price and otherwise comply with the specifications, terms and conditions of the Bid. Awardees should then be in a favorable position to compete for SBBC's business. Bidders who offer lowest net prices, comply with specifications and otherwise meet our requirements should obtain the largest volume of business. Single fixed percentage discount offered from the most current manufacturers' list price must be stated in the spaces provided on the Bid Summary Sheet and must remain firm throughout the contract period. SBBC reserves the right to release new bids for any items that are included in catalogs and/or price lists submitted.

After award of this bid, if an Awardee violates any specification, term or condition of this bid, the Awardee can be found in default of the contract, have the contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 22 and 55.
4. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1d does not apply to the award of this Bid. All responsive and responsible bidders can be granted an award if they are found in compliance with the terms, and conditions as indicated in Special Condition 2, above.
5. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Mr. Mark Alan, Purchasing Agent, Supply Management and Logistics Department, (754) 321-0507 or email address mark.alan@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret the bid for themselves. Neither **Mr. Alan** nor any employee of SBBC is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the bid document. **Questions should be submitted in accordance with General Condition 5. All questions pertaining to this document must be received by the deadline of Friday, January 10, 2014 at 3:30 pm. Bidders are advised that all SBBC administrative offices are closed for the period of Saturday, December 21, 2013 through Sunday, January 5, 2014.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written addendum. Any verbal or written information, which has been obtained in a manner other than through the information in the bid document or addenda, shall not be binding on SBBC.

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

SECTION 4, SPECIAL CONDITIONS (Continued)

6. **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at a single fixed percentage discount, for the purchase of the manufacturer lines listed. The term of the bid shall be for two years, and may, by mutual agreement between SBBC, the Awardees and upon final School Board approval, be extended for an additional one year period and, if needed, 180 days beyond the expiration date of the renewal period. When considering to extend, the Board's Supply Management & Logistics Department will request a letter of intent to extend from the Awardees prior to the end of the current contract period. The Awardees will be notified when the recommendation has been acted upon by the School Board. Awardees agree to this condition by signing their bids.
7. **COMPANY REPRESENTATIVE:** Bidders must indicate in the space provided on the Additional Information Sheet the name, address, phone, fax and e-mail address of the representative who could make scheduled visits to the schools, departments and centers and be available upon request to resolve billing and delivery problems.
8. **SINGLE FIXED PERCENTAGE DISCOUNTED QUOTED:** Bidders should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount from the most current manufacturers' list price, catalogs and/or price lists for plumbing supplies, parts, fixtures, pipe, tubing and related materials that will be used for the term of the contract.

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

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

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

9. **CATALOGS/PRICE LISTS:** Bidders shall furnish, with this Bid or upon request, one copy of their plumbing supplies, parts, fixtures, pipe, tubing and related materials catalogs, and/or price lists which will indicate all items Bidder can furnish and the single fixed percentage discount to be used for each item. Any catalogs and/or price lists submitted for other than plumbing supplies, parts, fixtures, pipe, tubing and related materials will not be accepted. Failure to furnish catalogs and/or price lists as required, will result in disqualification of Bid submitted. Awardees shall deliver these same catalogs and/or price lists to the **Supervisor, SBBC Materials Logistics Stockroom, 3810 NW 10 Avenue, Fort Lauderdale, FL 33309.**

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

SECTION 4, SPECIAL CONDITIONS (Continued)

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

Multiple line dealer and/or distributor catalogs and/or price lists will be considered under Bid Item 190 only.

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

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

10. **DELIVERY/FREIGHT:** Material shall be delivered to the **Materials Logistics Stockroom, 3810 NW 10 Avenue, Fort Lauderdale, FL 33309** between the hours of 8 am and 2 pm Monday through Friday, excluding SBBC legal holidays. Deliveries cannot be accepted after 2 pm. **Prices quoted shall include inside delivery to the Materials Logistics Stockroom. Awardees will be expected to deliver and unload their orders. Tailgate deliveries or deliveries via freight charge collect are NOT acceptable.**

If material cannot be delivered within **15 business days**, the Supervisor, Materials Logistics Stockroom shall be notified and reserves the right to cancel orders and purchase from the open market. Awardees must be aware of the consequences of non-delivery if the need arises requiring an open market purchase due to awardee failure under this contract. Please see General Conditions 22 and 53.

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

SBBC purchase order number and ship-to information **shall** appear on all shipments, bills of lading, packing lists and invoices. All shipments will be made in **no more than two increments**. The first shipment shall be made and invoiced upon receipt of the purchase order. The second and final shipment, if necessary, shall be made at most **15 business days** subsequent to the date of purchase order. **All bid items not furnished on the first invoice will be listed on the second invoice and will be noted as canceled if not furnished.**

It will be the responsibility of awardees to attach all packing slips to the **OUTSIDE** of each shipment per General Condition 38 and be shipped in the original manufacturer's packaging including labeling denoting contents, where necessary. Material backordered should be clearly indicated on the packing slip.

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

SECTION 4, SPECIAL CONDITIONS (Continued)

11. **SHIPMENTS AND INVOICING:** Delivery copies/packing slips and invoices to SBBC MUST include the following to permit SBBC to verify prices with the contract and expedite the use of the material. Failure to do so may result in delay of payment:
- A. Material release number OR the control number
 - B. Purchase order number (**REQUIRED for timely invoice processing**). If an Awardee is an SBBC-certified M/WBE vendor, please include your certification number with your invoice for timely invoice processing.
 - C. Description of the items
 - D. Price per the most current manufacturer's list price identified in your bid
 - E. Minus percentage discount from manufacturer's list pricing
 - F. Total cost to SBBC

Invoices shall be submitted to: **Supervisor, SBBC Materials Logistics Stockroom, 3810 NW 10 Avenue, Fort Lauderdale, FL 33309**, unless otherwise indicated. In an effort to provide better service and timely payment, awardees may also submit their invoices WITH SHIPMENT in order to speed the payment process.

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

Notification of any catalog price change or adjustment will be forwarded to: **Supervisor, SBBC Materials Logistics Stockroom, 3810 NW 10 Avenue, Fort Lauderdale, FL 33309**. Invoices received cannot be paid until current price adjustments are received and must reference the materials involved and applicable bid number, purchase order number, old unit price and the new unit price. Designated employees of SBBC reserve the right to **change** invoices to the old unit price if updated catalogs/price lists have not been forwarded or **delay** payment of invoice until they are received. **FAILURE ON THE PART OF THE AWARDEES TO FURNISH CURRENT PRICE LISTS UPDATES WILL RESULT IN ALL PAYMENTS BEING BASED ON LAST UPDATE RECEIVED AND INCREASES WILL NOT BE HONORED.**

12. **ACCEPTANCE OF MATERIALS:** Materials delivered under this bid shall remain the property of the Awardee until a physical inspection of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accord with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request and return the product to the Awardee at Awardee's expense.
13. **PALLETS:** All material normally delivered on pallets must be on heavy-duty pallets. Maximum pallet dimensions are 42" wide by 48" deep. Material is to be stacked no higher than 48" including pallet. All materials delivered on pallets must be shrink-wrapped as customary. There will be no pallet exchange.
14. **VALUE:** No guarantee as to the dollar amount of this Bid is implied or given. SBBC is **NOT** obligated to place any order with any Awardee participating in this Bid. However, all SBBC locations will be urged to refer to catalogs and the single fixed percentage cost-plus mark-up of participating Awardees to fill their orders at the lowest prices.
15. **WARRANTY:** Manufacturers' standard warranty terms shall be extended to SBBC for all catalog items. Warranty shall begin after delivery and acceptance by an authorized SBBC representative.

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SECTION 4, SPECIAL CONDITIONS (Continued)

16. **CANCELLATION:** Any contract awarded as a result of this bid can be voided at any time by SBBC for **one or more** of the following reasons:
- A. Awardee's failure to respond and deliver plumbing supplies, parts, fixtures, pipe, tubing and related materials within the 15 business day timeframe set forth by the Materials Logistics Supervisor.
 - B. Unsatisfactory and/or substandard product workmanship or poor communication of Awardee's personnel during order placement and delivery times.
 - C. Inability or refusal to accept purchase orders.
 - D. Awardee not maintaining contacts via phone, fax and e-mail nor keeping this information current and correct throughout the contract period.
 - E. Failure to maintain and/or furnish brands indicated.
 - F. Substantial changes to the plumbing supplies, parts, fixtures, pipe, tubing and related materials industry manufacturing standards that would dramatically alter the cost-effectiveness of this contract to either SBBC and/or the Awardees.
17. **IRS FORM W-9:** All Bidders are requested to complete the attached IRS Form W-9, Page 38 of 40 Pages and submit this document with their bid.

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**SINGLE FIXED
PERCENTAGE DISCOUNT**

<u>ITEM 1:</u>	ACORN ACCESS DOORS/PANELS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 2:</u>	AHD ARCHITECTURAL ACCESS DOORS/PANELS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 3:</u>	AMERICAN METALS (AMERI-VENT) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 4:</u>	AMERICAN STANDARD (FAUCETS AND FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 5:</u>	AMERICAN STANDARD (LAVATORIES, ELONGATED BOWL ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 6:</u>	AMERICAN STANDARD (LAVATORIES, HANDICAPPED-ACCESSIBLE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 7:</u>	AMERICAN STANDARD (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 8:</u>	AMERICAN STANDARD (URINALS, FLOOR-MOUNTED ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 9:</u>	AMERICAN STANDARD (URINALS, WALL-HUNG ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 10:</u>	AMERICAN STANDARD (REMAINING MANUFACTURER LINE) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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SECTION 5, BID SUMMARY SHEET (Continued)

**SINGLE FIXED
PERCENTAGE DISCOUNT**

<u>ITEM 11:</u>	AMERICAN VALVE Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 12:</u>	AMES Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 13:</u>	ANACO NH COUPLINGS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 14:</u>	APOLLO Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 15:</u>	ARISTON Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 16:</u>	BEMIS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 17:</u>	BENEKE FIRE-RETARDANT TOILET SEATS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 18:</u>	BRADLEY Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 19:</u>	BRASS CRAFT (GAS CONNECTORS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 20:</u>	BRASS CRAFT (REMAINING MANUFACTURER LINE) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 21:</u>	BRIGGS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 22:</u>	CENTOCO Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 23:</u>	CENTRAL BRASS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 24:</u>	CERRO Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 25:</u>	CHARLOTTE PIPE & FOUNDRY (SCHEDULE 40 PVC FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 26:</u>	CHARLOTTE PIPE & FOUNDRY (SCHEDULE 40 PVC PIPE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 27:</u>	CHARLOTTE PIPE & FOUNDRY (SCHEDULE 80 PVC FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 28:</u>	CHARLOTTE PIPE & FOUNDRY (SCHEDULE 80 PVC PIPE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 29:</u>	CHERNE TEST BALLS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 30:</u>	CHICAGO FAUCET Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 31:</u>	CLAMPETTE Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 32:</u>	COLONIAL ENGINEERING (SCHEDULE 40 PVC FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 33:</u>	COLONIAL ENGINEERING (SCHEDULE 40 PVC PIPE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 34:</u>	COLONIAL ENGINEERING (SCHEDULE 80 PVC FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 35:</u>	COLONIAL ENGINEERING (SCHEDULE 80 PVC PIPE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 36:</u>	CRANE (LAVATORIES, ELONGATED BOWL ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 37:</u>	CRANE (LAVATORIES, HANDICAPPED-ACCESSIBLE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 38:</u>	CRANE (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 39:</u>	CRANE (URINALS, FLOOR-MOUNTED ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 40:</u>	CRANE (URINALS, WALL-HUNG ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 41:</u>	CRANE (REMAINING MANUFACTURER LINE) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 42:</u>	CS+B TUBULAR Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 43:</u>	DAHL Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 44:</u>	DAYTON-KINGSFORD (DOUBLE-COMPARTMENT STAINLESS STEEL SINKS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 45:</u>	DAYTON-KINGSFORD (SINGLE-COMPARTMENT STAINLESS STEEL SINKS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 46:</u>	DELTA FAUCET Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 47:</u>	DELANY (COYNE-DELANY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 48:</u>	DEZURIK Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 49:</u>	DIAMOND Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 50:</u>	DRESSER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 51:</u>	EASTMAN Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 52:</u>	EBAA Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 53:</u>	ELKAY (FAUCETS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 54:</u>	ELKAY (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 55:</u>	ELKAY (SINKS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 56:</u>	ELKAY (REMAINING MANUFACTURER LINE) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 57:</u>	ELMDOR/ACORN ACCESS DOORS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 58:</u>	ERICO HANGERS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 59:</u>	FEBCO Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 60:</u>	FERNCO Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 61:</u>	FISHER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 62:</u>	FLO CONTROL PVC COMPRESSION COUPLINGS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 63:</u>	FLORIDA PIPE Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 64:</u>	FLUIDMASTER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 65:</u>	FORD Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 66:</u>	FRANKE Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 67:</u>	FRANKLIN MACHINE PRODUCTS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 68:</u>	FREEDOM PLASTICS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 69:</u>	G.D. INDUSTRIES Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 70:</u>	GEBERIT Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 71:</u>	GERBER (FAUCETS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 72:</u>	GERBER (SINKS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 73:</u>	HAMMOND VALVE Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 74:</u>	HARVEY Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 75:</u>	HAWS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 76:</u>	HAYWARD PLASTIC VALVES Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 77:</u>	HAYWARD (PVC BUTTERFLY VALVES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 78:</u>	HAYWARD (PVC BUTTERFLY VALVES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 79:</u>	HERCULES CHEMICAL Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 80:</u>	HOMESTEAD PLUG VALVES Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 81:</u>	H.S. WHITE GASKETS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 82:</u>	IN-SINK-ERATOR Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 83:</u>	JAMECO Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 84:</u>	JAMES JONES Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 85:</u>	JOMAR Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 86:</u>	JOSAM HYDRANT Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 87:</u>	J.P. WARD Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 88:</u>	J.R. SMITH HYDRANT Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 89:</u>	KEENEY Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 90:</u>	KOHLER (FAUCETS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 91:</u>	KOHLER (LAVATORIES, ELONGATED BOWL ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 92:</u>	KOHLER (LAVATORIES, HANDICAPPED-ACCESSIBLE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 93:</u>	KOHLER (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 94:</u>	KOHLER (URINALS, FLOOR-MOUNTED ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 95:</u>	KOHLER (URINALS, WALL-HUNG ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 96:</u>	KOHLER (REMAINING MANUFACTUER LINE) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 97:</u>	KOLLMAN (PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 98:</u>	KOLLMAN (TOOLS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 99:</u>	LACO CHEMICAL Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 100:</u>	LAWLER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 101:</u>	LEE Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 102:</u>	LEE BRASS RAISED HEAD AND COUNTERSUNK PLUGS ONLY Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 103:</u>	LENOX – AMERICAN SAW Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 104:</u>	LEONARD Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 105:</u>	M&H Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 106:</u>	MARCO DRAIN AND SEWER CLEANING Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 107:</u>	MERIT BRASS (BRASS FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 108:</u>	MERIT BRASS (BRASS NIPPLES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 109:</u>	MERIT BRASS (STAINLESS STEEL FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 110:</u>	MERIT BRASS (STAINLESS STEEL NIPPLES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 111:</u>	METCRAFT Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 112:</u>	MISSION COUPLINGS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 113:</u>	MIXET/ELJER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 114:</u>	MOEN Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 115:</u>	MUELLER BRASS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 116:</u>	NEOPERL Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 117:</u>	NIAGARA Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 118:</u>	NIBCO (BALL VALVES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 119:</u>	NIBCO (BUTTERFLY VALVES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 120:</u>	NIBCO (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 121:</u>	NIBCO (SILENT AND WAFER CHECK VALVES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 122:</u>	NIBCO (REMAINING MANUFACTURER LINE) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 123:</u>	OATEY (CEMENTS AND CLEANERS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 124:</u>	OATEY (REMAINING MANUFACTURER LINE) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 125:</u>	OC KECKLEY BRASS AND IRON Y-STRAINERS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 126:</u>	OLSONITE FIRE-RETARDANT TOILET SEATS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 127:</u>	PHLEPS DODGE Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 128:</u>	PROPRESS SYSTEM Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 129:</u>	POWERS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 130:</u>	PREMIER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 131:</u>	PRICE-PFISTER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 132:</u>	READING Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 133:</u>	RECTROSEAL CORP Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 134:</u>	RED-WHITE Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 135:</u>	RIDGID (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 136:</u>	RIDGID (TOOLS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 137:</u>	ROBERTS MANUFACTURING FLOAT VALVES Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 138:</u>	ROBLYN Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 139:</u>	RONDALYN Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 140:</u>	ROYAL Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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<u>ITEM 141:</u>	RUSCO Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 142:</u>	SANDERSON PIPE (SCHEDULE 40 CLASS 200 PVC PIPE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 143:</u>	SANDERSON PIPE (SCHEDULE 80 CLASS 200 PVC PIPE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 144:</u>	SANDERSON PIPE (SCHEDULE 40 CLASS 200 PVC FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 145:</u>	SANDERSON PIPE (SCHEDULE 80 CLASS 200 PVC FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 146:</u>	SANDERSON PIPE (SCHEDULE 40 PURPLE RECLAIMED PVC PIPE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 147:</u>	SANDERSON PIPE (SCHEDULE 80 PURPLE RECLAIMED PVC PIPE ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 148:</u>	SANDERSON PIPE (SCHEDULE 40 PURPLE RECLAIMED PVC FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 149:</u>	SANDERSON PIPE (SCHEDULE 80 PURPLE RECLAIMED PVC FITTINGS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 150:</u>	SAWHILL Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

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**SINGLE FIXED
PERCENTAGE DISCOUNT**

<u>ITEM 151:</u>	SAYCO Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 152:</u>	SCHAIBLE Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 153:</u>	SEMINOLE ANVIL Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 154:</u>	SHARKBITE Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 155:</u>	SLOAN (FAUCETS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 156:</u>	SLOAN (LAVATORIES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 157:</u>	SLOAN (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 158:</u>	SPEAKMAN Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 159:</u>	SPEARS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 160:</u>	SPERZEL Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

SECTION 5, BID SUMMARY SHEET

**SINGLE FIXED
PERCENTAGE DISCOUNT**

<u>ITEM 161:</u>	STERLING (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 162:</u>	STERLING (SINKS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 163:</u>	STERLING (REMAINING MANUFACTURER LINE) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 164:</u>	STOCKHAM Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 165:</u>	STRATAFLO VALVES Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 166:</u>	SYMMONDS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 167:</u>	T&S BRASS (FAUCETS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 168:</u>	T&S BRASS (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 169:</u>	TAPMASTER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 170:</u>	TARA CORP SOLDER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

SECTION 5, BID SUMMARY SHEET

**SINGLE FIXED
PERCENTAGE DISCOUNT**

<u>ITEM 171:</u>	TECHNICAL CONCEPTS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 172:</u>	TOTO Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 173:</u>	TYLER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 174:</u>	US FOUNDRY Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 175:</u>	US STEEL Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 176:</u>	VALLEY (INCLUDING VALLEY/ELJER) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 177:</u>	WATER SAVER Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 178:</u>	WATTS (BACKFLOW PREVENTORS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 179:</u>	WATTS (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 180:</u>	WATTS (VALVES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

SECTION 5, BID SUMMARY SHEET

**SINGLE FIXED
PERCENTAGE DISCOUNT**

<u>ITEM 181:</u>	WHEATLAND Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 182:</u>	WILKINS Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 183:</u>	WILLOUGHBY Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 184:</u>	ZURN (FAUCETS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 185:</u>	ZURN (LAVATORIES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 186:</u>	ZURN (REPAIR PARTS ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 187:</u>	ZURN (VALVES ONLY) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %
<u>ITEM 188:</u>	ZURN (REMAINING MANUFACTURER LINE) Most Current Manufacturer's List Price, Catalog and Date: _____	_____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

SECTION 5, BID SUMMARY SHEET

**SINGLE FIXED
PERCENTAGE DISCOUNT**

ITEM 189: **ADDITIONAL MANUFACTURERS** Please indicate any additional plumbing supplies, parts, fixtures, pipe, tubing and related materials catalogs/price lists from which items can be purchased throughout the term of this contract.

- A. Manufacturer name, current Manufacturer's Price List and Date: _____ %
- B. Manufacturer name, current Manufacturer's Price List and Date: _____ %
- C. Manufacturer name, current Manufacturer's Price List and Date: _____ %
- D. Manufacturer name, current Manufacturer's Price List and Date: _____ %
- E. Manufacturer name, current Manufacturer's Price List and Date: _____ %
- F. Manufacturer name, current Manufacturer's Price List and Date: _____ %
- G. Manufacturer name, current Manufacturer's Price List and Date: _____ %

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

SECTION 5, BID SUMMARY SHEET (Continued)

**SINGLE FIXED
PERCENTAGE DISCOUNT**

ITEM 190:

ADDITIONAL DEALER/DISTRIBUTOR MULTILINE CATALOGS/PRICE LISTS

Please indicate any additional plumbing supplies, parts, fixtures, pipe, tubing and related materials catalogs/price lists from which items can be purchased throughout the term of this contract.

- | | | |
|----|---|---------|
| A. | Multiline catalog, price list and/or cost sheet and date: | _____ % |
| B. | Multiline catalog, price list and/or cost sheet and date: | _____ % |
| C. | Multiline catalog, price list and/or cost sheet and date: | _____ % |
| D. | Multiline catalog, price list and/or cost sheet and date: | _____ % |
| E. | Multiline catalog, price list and/or cost sheet and date: | _____ % |
| F. | Multiline catalog, price list and/or cost sheet and date: | _____ % |
| G. | Multiline catalog, price list and/or cost sheet and date: | _____ % |

ADDITIONAL INFORMATION SHEET

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

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

VENDOR NAME: _____

MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

ADDITIONAL INFORMATION SHEET (Continued)

PICK-UP DISCOUNTED PRICE: Indicate the additional percentage discount if SBBC picks up plumbing supplies, parts, fixtures, pipe, tubing and related materials at Bidder's location in accordance with Special Condition 10: _____%

COMPANY REPRESENTATIVE: (Please see Special Condition 7)

Company Name:

Company Representative Name:

Street Address:

City, State and ZIP Code:

Phone:

FAX:

Cell:

Local/Toll-Free Phone:

E-mail Address:

Web Address:

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

E-mail for purchase orders:

VENDOR NAME: _____

MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

SECTION 6, ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Proposer's Employee
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Check one of the following and sign:

- ☐ I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.
- ☐ I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

03/28/13

VENDOR NAME: _____
MA/ma

SECTION 6, ATTACHMENT 2
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

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

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

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

(Signature)

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

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

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

FORM: #4530
3/93

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

**SECTION 6, ATTACHMENT 3
INSURANCE REQUIREMENTS**

MINIMUM LIMITS OF INSURANCE

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

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

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

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

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

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

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

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

The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement number is: _____.

All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

Please include the Bid number and Bid title on the Certificate of Insurance with the following address:
The School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, FL 33301.

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

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

VENDOR NAME: _____

MA/ma

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

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

General Instructions

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

Purpose of Form

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

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

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

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

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

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

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

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

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

VENDOR NAME: _____
MA/ma

The School Board of Broward County, Florida

PLUMBING SUPPLIES, PARTS, FIXTURES, PIPE, TUBING AND RELATED MATERIALS (MANUFACTURERS' CATALOGS)

**SECTION 6, ATTACHMENT 5
ACH Payment Agreement Form (ACH CREDITS)**

VENDOR NAME:

Authorization Agreement

I/we hereby authorize The School Board of Broward County, Florida to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize The School Board of Broward County, Florida to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold The School Board of Broward County, Florida responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until The School Board of Broward County, Florida receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my/our account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____

Checking

☐

Savings

☐

VENDOR AREA:

Remittance Confirmation:
(please select one) _____

Fax

☐

E-mail

☐

Federal Identification No.
Vendor _____

TAX ID#

☐

SS#

☐

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

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

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

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

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

For Use by DATA STRATEGY GROUP

Vendor Account No. _____ Date Entered _____ Initials: _____

VENDOR NAME: _____

MA/ma

SECTION 7, STATEMENT OF "NO" BID

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

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

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

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

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

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____
MA/ma