

# INVITATION TO BID

**Bid 22-047R**

## **SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**



Bid Release Date: May 7, 2001

Bids Due: On or Before 2:00 p.m. June 1, 2001  
in Purchasing Department

**Insurance is REQUIRED for this bid.  
Please READ Special Condition 13 and  
Page 9 of 19 pages, before submitting this bid.**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA  
Purchasing Department  
7720 W. Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351-6704**

For information on this Invitation to Bid,  
please contact Mark Alan at (954) 765-6129.

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The School Board of, Broward County, Florida PURCHASING DEPARTMENT		INVITATION TO BID	
7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704		SECTION 1 Bidder Acknowledgement	
Telephone Number – Purchasing (954) 765-6120	Bid number: <b>22-047R</b>	Date Released: <b>May 7, 2001</b>	
Bids will be opened in the Purchasing Department at 2:00 p.m. on: <b>June 1, 2001</b> And may not be Withdrawn within 60 days after such date and time.		BID TITLE: <b>SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES</b>	
Vendor Name:		Terms: Bidder see PP 3 - General Conditions	
Vendor Mailing Address:		In order for 'Bid to be considered for award, bidder <u>must</u> return with bid submitted, the executed Invitation to Bid, page. If either the remit to address or the address to which your company desires to have purchase orders mailed to is different from the address stated on this page, then provide this information as an attachment to this bid. Note that only one remit to and one order from address will be accepted.	
City	State	Zip Code	
Vendor Taxpayer Identification Number:	Telephone Number: Area Code:	Toll-Free Number: 1-800-	Facsimile Number: Area Code:
Internet E-Mail Address:		Internet URL:	
<p><i>I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addendum. I certify that I am authorized to sign this bid for the bidder.</i></p> <p><i>I agree that this bid cannot be withdrawn within 60 days from date due.</i></p>			
		Signature of Authorized Representative (Manual)	
		Name of Authorized Representative (Typed or Printed) Title	

## SECTION 2, GENERAL CONDITIONS

### Bidder: To insure acceptance of the bid, follow these instructions

1. **SEALED BID REQUIREMENTS:** The "INVITATION TO BID" page 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. **Bids received that fail to comply with these submittal requirements shall not be considered for award.**
  - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all addendum released are received prior to submitting a bid. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
  - b) **BID SUBMITTED:** Completed bid must be submitted sealed in an envelope with bid number and name clearly typed or written on the front face of envelope. Bids must be time stamped in the Purchasing Department **prior to 2:00 p.m. on date due**. No bid will be considered if not time stamped in the Purchasing Department prior to 2:00 p.m. on date due. Bids will be opened at 2:00 p.m. on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
  - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. Failure to properly sign bid shall invalidate same, and it shall **not** be considered for award. All bids must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections must be initialed by the person signing the bid even when using opaque correction fluid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications **cannot** be changed or altered in any way.
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.
  - 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 U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. 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:** The Board specifically reserves the right to reject any conditional bid.

3. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications. 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 purchased on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
  - a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
  - b) All departments being advised not to do business with vendor.
4. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
5. **DELIVERY:** 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 holidays.
6. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Purchasing no later than five working days prior to the original bid opening date. If necessary, an Addendum will be issued.
7. **AWARDS:** In the best interest of the School Board, the Board reserves the right to withdraw this bid at any time prior to the time and date specified for the bid opening; to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
8. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
9. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
10. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at awardee's expense.
11. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
12. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, **all bidders must disclose with their bid** the name of any officer, director, or agent who has a material interest in the bidder's firm and who is also an employee of The School Board of Broward County, Florida.
13. **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 Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the awardee of its responsibilities under a contract awarded under this bid.
15. **PATENTS & ROYALTIES:** The awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awardee shall be liable for any damages or loss to the Board occasioned by negligence of the awardee (or agent) or any person the awardee has designated in the completion of the contract as a result of their bid.
21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unawardees. After acceptance of bid, the Board will notify the awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the awardee.
22. **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
23. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation. The School Board of Broward County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party.
24. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Blvd, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
25. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE** Receiving hours are Monday through Friday (excluding holidays) 7:00 a.m. to 2:00 p.m. This warehouse is no longer accessible by the Seaboard Coast Line siding for rail car routing.
26. **SUBSTITUTIONS:** The School Board of Broward County, Florida *WILL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the awardee's expense.

27. **FACILITIES:** The Board reserves the right to inspect the awardee's facilities at any time with prior notice.
28. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed stamped envelope with bid. Bid tabulation will be mailed after completion of the rules shown in School Board Policy 3320.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free**. It is desirable that all building materials, pressed boards and furniture supplied to the School Board also be **100% formaldehyde free**. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
30. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Purchasing Department.
31. **EXTENSION:** In addition to any renewal 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 renewal under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS** Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto, from the Purchasing Department and given to all bidders by United States mail, express delivery or hand delivery. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, or legal holiday, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday or legal holiday. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
34. **SUBMITTAL OF INVOICES:** All bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any purchase order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the purchase order.** A single invoice line must not correspond to or commingle the cost shown on multiple purchase order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction.
35. **PURCHASE AGREEMENT:** This bid and the corresponding purchase orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, or other descriptive information submitted.
36. **SUBMITTAL OF BIDS:** All bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is **time stamped in the PURCHASING DEPARTMENT on or before 2:00 p.m. on date due**. The label attached to the bid solicitation indicates that the address for bid submittal, including hand delivery and **overnight courier** delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Purchasing Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. **Prior to bid submittal, it is the responsibility of the bidder to be certain that all addendum released have been received, that all addendum requirements have been completed, and that all submittals required by the addendum have been timely filed. (See General Condition 1.)**
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Purchasing Department on June 11, 2001 at 3:00 p.m., and will remain posted for 72 consecutive hours. Any person desiring to protest the decision or intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of a decision or intended decision about this bid to all bidders by United States mail or by hand delivery. A written notice of decision or intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, or legal holiday, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday or legal holiday. 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".
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 954-712-1774). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
38. **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. **SBBC ITEM IDENTIFICATION SYSTEM:** The five digit, nine digit, or 13 character/digit item number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's identification number for the item. It does **not** represent any manufacturer/distributor model/part number.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. A M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. **If the bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, bidder should indicate its certification number on the Bid Summary Sheet.** For information on M/WBE Certification, contact the School Board's M/WBE Office at (954) 760-7470.

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

42. **INDEMNIFICATION:**

- a) SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
- b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

43. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

44. **TERMINATION/CANCELLATION:** Section 237.161, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this bid. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this bid upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a governmentwide system for nonprocurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have governmentwide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

**CERTIFICATION**

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



46. **LOBBYIST ACTIVITIES:** Persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) For purposes of School Board Policy 1100B, as currently enacted or as amended from time to time, a lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board members on matters within their official jurisdiction.

b) For purposes of this Policy, a lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Member's Offices or the Superintendent's Office.

d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of the School Board.

e) Senior-level employees (Pay Grade 30 and above) and School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of the term of office.

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

47. **SBBC PHOTO IDENTIFICATION BADGE:** SBBC photo identification badge will apply to all vendors other than those making deliveries. An awardee shall be required to have all its employees, sub-contractors or agents who will be entering onto School Board property as a result of this award wear, while on SBBC property, a photo identification badge issued by SBBC. An awardee shall obtain from SBBC Purchasing Department a Photo Identification Badge request form. An individual form shall be completed for each employee, sub-contractor or agent who will be entering onto School Board property as a result of this award. Each completed form shall be submitted to the **Purchasing Department Vendor Information Desk** for authorization. The authorized form shall then be delivered by the awardee to the Personnel Office, Kathleen C. Wright Administration Center, 600 S.E. Third Avenue, Fort Lauderdale, Florida. At this location, **each individual for whom a SBBC photo identification badge is requested will be asked to fill out forms, show his/her driver's license and social security card, and be fingerprinted.** A background check will then be conducted on each badge applicant. SBBC reserves the right to require additional information from any applicant and to deny a badge to any applicant. Any applicant denied a badge is prohibited from entering onto School Board property as an employee, sub-contractor or agent of an awardee. **The current total fee for a SBBC security background check is \$55.00. \$50 must be in the form of a money order made payable to The School Board of Broward County for the fingerprinting, and \$5 must be in cash for the photo identification badge. These fees are not refundable.**

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 Purchasing Department; the tie low bid vendors invited to be present as witnesses.

Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A bidder can not sign this form in lieu of properly signing the Invitation to Bid form.

49. **BIDDER'S MAILING ADDRESS** It is the responsibility of every bidder to register and maintain their current mailing address with the Vendor Information Desk in the Purchasing Department. The address on file with the Vendor Information Desk is used when mailing bid forms and other information to bidders. To check your current mailing address and to change/update/revise your mailing address, contact the Vendor Information Desk at (954) 765-6139. A profile of the bidder's current registration information on file will be sent upon request.

50. **REASONABLE ACCOMMODATION** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the Equal Educational Opportunities Department at (954) 765-6187 or TDD (954) 765-6188.



**BID PROPOSAL**

**SECTION 3, SPECIAL CONDITIONS**

1. The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids to **SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES** as specified herein. Prices quoted shall include inside delivery to the **Maintenance Stockroom, 3810 NW 10<sup>th</sup> Avenue, Fort Lauderdale, Florida 33309** unless otherwise specified.
2. **SCOPE:** The purpose of this bid is to establish a contract for the period **beginning October 1, 2001 and continuing through September 30, 2003**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Items will be ordered on an as needed basis.
3. **AWARD: For Bid Items 1-2:** In order to meet the needs of the school system and in the best interest of the School Board, each **ITEM OR GROUP**, as indicated on the Bid Summary Sheet, shall be awarded up to the three lowest responsive and responsible bidders meeting specifications, terms and conditions. The lowest awardee in an item or group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second and third lowest bidders if: a) the lowest bidder cannot comply with delivery requirements or specifications; b) the lowest bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of SBBC to do so regardless of reason.

**For Bid Item 3:** In order to meet the needs of the school system and in the best interest of SBBC, awards will be made to all responsive and responsible bidders who offer a single fixed percentage discount from manufacturer's list price and otherwise comply with the specifications, terms and conditions of this bid. These awardees should then be in a favorable position to compete for the Board's business, and those who offer lowest net prices for those items, that comply with specifications and otherwise meet requirements, should obtain the largest volume of business.

After award of this bid, any bidder receiving an award who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not eligible to do business with this School Board for two years, as described in General Conditions 3, 22 and 23.

4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Mr. Mark Alan, Purchasing Agent, Purchasing Department, (954) 765-6129** who is authorized only to direct the attention of prospective bidders to various portions of the Bid so they may read and interpret such for themselves. Neither **Mr. 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 written Bid Document. **Questions should be submitted in accordance with General Condition 6.** Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum.

VENDOR NAME: \_\_\_\_\_  
MA/lc



The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 3, SPECIAL CONDITIONS (Continued)**

5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for two years, and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed, 90 days beyond the expiration date of the final renewal period. The Board, through its Purchasing Department, will, if considering to renew, request a letter of intent to renew from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its bid.
  
6. **CATALOGS/PRICE LIST(S):** For Bid Item 3: Bidder(s) shall furnish, with this bid or upon request prior to evaluation, one copy of their current bathroom partition material, hardware and accessories catalog(s)/price list(s) which will indicate all items bidder can furnish and the list prices to be used for each item. Any catalog(s)/price list(s) and bids submitted for other than bathroom partition material, hardware and accessories will not be accepted. Failure to furnish catalog(s) and/or price list(s) as required, will result in disqualification of bid submitted. All awardees shall deliver this same catalog(s)/price list(s) to the **Maintenance Stockroom, 3810 NW 10<sup>th</sup> Avenue, Fort Lauderdale, Florida 33309**. It is in the best interest of the awardee to indicate the bid number, the start date of the contract, the expiration of the contract, and the awardee's single fixed percentage discount offered on the front of the catalog(s)/price list(s).
  
7. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or lesser than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.
  
8. **SINGLE FIXED PERCENTAGE DISCOUNT QUOTED** For Bid Item 3: Bidder should indicate in all spaces provided on the Bid Summary Sheet their single fixed percentage discount for bathroom partition material, hardware and accessories that will be used for the term of the contract. Single fixed percentage offered shall remain firm throughout the term of the contract.

The single fixed percentage discount from manufacturer's list price quoted by the bidder shall apply to the catalog list price of all catalog items. Items excluded from single fixed percentage discount should be listed on a separate sheet of paper. These items will be excluded and should not be purchased. If more than one catalog 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 offer differs per catalog submitted, bidder shall state on a separate sheet of paper the single fixed percentage discount offered for each additional catalog. Submitting more than one catalog and failing to attach a separate sheet of paper stating single fixed percentages per catalog, will indicate single fixed percentage offered on Bid Summary Sheet is constant for all catalogs submitted. In the event a bidder handles catalog items that carry a little or no percentage, this fact shall be taken into consideration and percentages offered shall be a single fixed percentage discount for each catalog. Awardees may offer SBBC additional educational discounts at any time and invoice SBBC at a greater discount than their bid discount.

VENDOR NAME: \_\_\_\_\_

MA/lc

The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 3, SPECIAL CONDITIONS (Continued)**

9. **CATALOG/PRICE LIST UPDATES:** For Bid Item 3: If, during the contract period, the awardee issues replacements to the catalog(s) a copy of the replacement catalog(s)/price list(s) are to be forwarded to: **Manager, Maintenance Stockroom and Warehouse, 3810 NW 10th Avenue, Fort Lauderdale, Florida 33309** Failure on the part of the awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on last update received and increase will not be honored.
10. **DELIVERY/FREIGHT:** Awardee(s) shall deliver and schedule the installation of bathroom partition material within **TEN** business days after receipt of the purchase order (ARO). Material shall be delivered to the **Maintenance Stockroom, 3810 NW 10th Avenue, Fort Lauderdale, Florida 33309** unless otherwise specified, between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday, excluding holidays. Deliveries cannot be accepted after 2:00 p.m. **Prices quoted shall include inside delivery to Maintenance Stockroom or any other locations within Broward County. Awardee(s) 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 **TEN** business days, the Manager, Maintenance Stockroom and Warehouse shall be notified. The Manager, Maintenance Stockroom and Warehouse reserves the right to cancel orders and purchase from an alternate awardee after this period. In case of an EMERGENCY, the Manager, Maintenance Stockroom and Warehouse will contact the primary awardee, however, if the primary awardee cannot supply this item within **10 business days**, SBBC reserves the right to purchase from the first alternate awardee and so on.

The Maintenance Stockroom may at their option pick-up items from the awardee's place of business. In addition, any catalog items which are picked up shall be priced in accordance with the single fixed percentage discount quoted in this bid or at a lower price in accordance with response to Question 2 on the Bid Requirements Sheet.

11. **PRICE CHANGES, SHIPMENTS AND INVOICING:** SBBC purchase order number and ship to information **shall** appear on all shipments, bill 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 **10 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. Failure of the awardee to deliver bathroom partition material, hardware and accessories ordered, will release SBBC to purchase from other bid vendors.**

Material back-ordered should be clearly indicated on the packing slip. The Manager, Maintenance Stockroom and Warehouse, or other the SBBC designated authority in other locations of the district reserves the right to cancel back-orders at any time and purchase from another vendor. 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**. All material **MUST** be shipped in the **original manufacturer's packaging including labeling denoting contents**.

VENDOR NAME: \_\_\_\_\_

MA/lc

The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 3, SPECIAL CONDITIONS (Continued)**

11. **PRICE CHANGES, SHIPMENTS AND INVOICING (Continued)** For Bid Item 3: Notification of any price change or adjustment will be forwarded to **Manager, Maintenance Stockroom and Warehouse, 3810 NW 10th Avenue, Fort Lauderdale, Florida 33309**. Invoices received cannot be paid until current price adjustments are received and must reference the item/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 price lists have not been forwarded or **delay** payment of invoice until they are received. **FAILURE ON THE PART OF THE AWARDEE(S) TO FURNISH CURRENT PRICE LISTS UPDATES WILL RESULT IN ALL PAYMENTS BEING BASED ON LAST UPDATE RECEIVED AND INCREASES WILL NOT BE HONORED.**

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

- A. Purchase order number and release or control number
- B. Description of the item
- C. Price per list, or net price identified in your bid
- D. Minus percentage discount from list pricing
- E. Total cost to SBBC

Invoices shall be submitted to: **Supervisor, Maintenance Stockroom, 3810 NW 10<sup>th</sup> Avenue, Fort Lauderdale, Florida 33309.**

12. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the seller 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, to the seller, and return the product to seller at seller's expense.
13. **INSURANCE:** Bidder, by virtue of submitting a bid, will be in full compliance with paragraph 20: **LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions.** Insurance Requirements are shown in Section 7. Bidder shall take special notice that SBBC **shall be named as an additional insured under the General Liability policy including Products Liability.**
14. **DESCRIPTIVE LITERATURE:** If bidding other than the make(s) and model(s) specified in this Bid, it is required that **COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID OR UPON REQUEST PRIOR TO EVALUATION** Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified in the bid. **FAILURE TO PROVIDE THIS DESCRIPTIVE LITERATURE IN SUFFICIENT DETAIL TO COMPLETE THE EVALUATION OF THE MAKE(S) AND MODEL(S) OFFERED IN THIS BID, WITH THE BID OR UPON REQUEST PRIOR TO EVALUATION WILL RESULT IN DISQUALIFICATION OF BID SUBMITTED.**

VENDOR NAME: \_\_\_\_\_

MA/lc

The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 3, SPECIAL CONDITIONS (Continued)**

15. **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, or other descriptive information submitted.
  
16. **COMPANY REPRESENTATIVE:** Bidder is requested to indicate in space provided on the Bid Requirements Sheet the name, address, and telephone number of the representative(s) who could make periodic scheduled visits to the schools, departments and centers and who will be available **upon request to resolve billing and delivery problems**. Failure to indicate a company representative or to supply information within three days of request shall result in disqualification of bid submitted.
  
17. **INSTALLATION AND WARRANTY:** Installation of bathroom partition material, hardware and accessories will be performed at the hourly rate indicated on the Bid Summary Sheet for the term of the contract. Travel time will **NOT** be paid at the hourly rate quoted. The hourly rate quoted will be billed from the time the service person reaches the SBBC location and ends when the service person leaves the location.

When authorized to proceed with an installation project by the District Maintenance Department, the awardee's service person(s) will commence work on the project within two business days of request.

By virtue of signing this bid, the bidder agrees to provide service people who are knowledgeable and able to install bathroom partition material, hardware and accessories in a competent and efficient manner. Price quotes for installation projects will be prepared and delivered to the District Maintenance Supervisor assigned at no additional cost and reference the pricing submitted by the awardee.

The awardee's service personnel must report to main office of the school, center or other SBBC facility and have SBBC security clearance and badges of identification (Please see General Condition 47). All installation work shall fully be guaranteed and have a warranty of one year on all parts and labor.

Awardee will be responsible to arrange deliveries of partitions to the site of installation, as well as disposal of old partitions and all debris.

VENDOR NAME: \_\_\_\_\_  
MA/lc

The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 4, BID SUMMARY SHEET**

			<b><u>UNIT PRICE</u></b>	<b><u>TOTAL COST</u></b>
<b><u>ITEM 1:</u></b>	<b><u>(TO BE AWARDED AS A GROUP)</u></b>			
	Bidders to list unit prices for the materials listed below. All items bid must be in accordance with specifications.			
A.	200 each	Panels, 55 inches x 55 inches	_____	ea _____
B.	200 each	Doors, 24 inches x 55 inches	_____	ea _____
		<b>Pilasters:</b>		
C.	200 each	4 inches	_____	ea _____
D.	200 each	6 inches	_____	ea _____
E.	200 each	8 inches	_____	ea _____
		<b>Pilaster Shoes:</b>		
F.	200 each	4 inches	_____	ea _____
G.	200 each	6 inches	_____	ea _____
H.	200 each	8 inches	_____	ea _____
I.	200 each	Single Ear Continuous Wall Bracket, 54 inches	_____	ea _____
J.	200 each	Double Ear Continuous Wall Bracket, 54 inches	_____	ea _____
K.	200 each	8-inch Handicap Hinge, Left	_____	ea _____
L.	200 each	8-inch Handicap Hinge, Right	_____	ea _____
M.	200 each	4-inch Regular Hinge, Left	_____	ea _____
N.	200 each	4-inch Regular Hinge, Right	_____	ea _____
O.	200 each	Strikes	_____	ea _____
P.	200 each	Latches	_____	ea _____

VENDOR NAME: \_\_\_\_\_  
MA/lc

The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 4, BID SUMMARY SHEET (Continued)**

			<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<b><u>ITEM 1 (Continued):</u></b>				
Q.	200 each	Coat Hooks	_____	ea _____
R.	200 each	Head Rail Brackets	_____	ea _____
S.	200 each	No. 14 Stainless Steel Screws	_____	ea _____
T.	200 each	Sex Bolts	_____	ea _____
U.	200 sq ft	Sight Screens, complete	_____	sq ft _____
V.	200 feet	Head Rail	_____	ft _____
W.	200 feet	Heat Zinc Strip	_____	ft _____
X.	200 each	Handicapped Doors	_____	ea _____
Y.	200 each	Panels 60 inches x 72 inches	_____	ea _____
<b>TOTAL BID ITEM 1 (A - Y inclusive).....</b>				<b>=====</b>

**ITEM 2:** 1000 hours **BIDDER TO SPECIFY HOURLY RATE.**  
For the installation of bathroom partition material,  
hardware and accessories.  
(Please see Special Condition 17)

\_\_\_\_\_ hr \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_  
MA/lc

The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 4, BID SUMMARY SHEET (Continued)**

**SINGLE FIXED  
PERCENTAGE  
OFFERED**

**ITEM 3:**

**OTHER RELATED ITEMS**

**Single fixed percentage discount** for the purchase of additional bathroom partition material, hardware and accessories.

Percentage offered is: \_\_\_\_\_  
Discount or Net Pricing

\_\_\_\_\_ %

The percentage discount from list price or net price quoted above by the bidder must apply to all items and will be deducted from/added to the order after the order has been priced from the catalog and/or price list furnished upon request prior to evaluation. **Bidders are encouraged but not required to offer a percentage discount for bathroom partition material, hardware and accessories for this bid.** To be eligible for Bid Item 3, bidder must receive at least one of the bid items listed above.

If bidder decides to offer lens covers, the catalog(s) and/or price list(s) should have the date of the price list on the price sheet(s) (Please see Special Condition 8).

**NOTE TO BIDDER:**

Review General Condition 41 prior to completing and mailing this bid.

**Bidder's M/WBE Certification Number:** \_\_\_\_\_

**Agency Issuing This Number:** \_\_\_\_\_

NO  YES

Bidder is **not** a certified M/WBE, but has included a plan to show how it will incorporate at least five percent M/WBE participation in any award received as a result of this bid.

VENDOR NAME: \_\_\_\_\_

MA/lc

The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 4, BID SUMMARY SHEET (Continued)**  
**ADDITIONAL INFORMATION**

1. **DELIVERY/FREIGHT:**

It is suggested that all delivery, handling or other costs necessary to complete a catalog item order only (see Bid Item 3). Any delivery costs which are additional should be stated in detail below in accordance with Special Condition 10.

2. **PICKUP DISCOUNTED PRICE:**

Indicate **additional** percentage discount if SBBC picks up bathroom partition material, hardware and accessories at bidder's location in accordance with Special Condition 10.

\_\_\_\_\_ %

3. **COMPANY REPRESENTATIVE:**

(See Special Condition 16)

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Local/Toll-Free Phone Number

VENDOR NAME: \_\_\_\_\_

MA/lc



The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 5, BID SPECIFICATIONS**

1. Approved manufacturers of bathroom partition material are Comtec Industries and Santana Products Co. Additional manufacturers will be considered in compliance with the Bid Specifications and Special Condition 14.
2. Furnish ASTM (Standard Test Method) data to comply with the Standard Building Code for Approved Plastics, Self-ignition, Smoke Density and Rate of Burning, as follows: This information must be submitted either with bid or upon request prior to evaluation.

<u>CODE</u>	<u>MATERIAL</u>	<u>TEST NO.</u>	<u>BIDDER TO FURNISH NAME OF TESTING LAB</u>	<u>DATE OF TEST</u>
SBC	POLYMER	ASTM D-1929	_____	_____
SBC	POLYMER	ASTM D-2843	_____	_____
SBC	POLYMER	ASTM D-635	_____	_____

3. Materials

- A. Toilet partitions shall be floor mountable with non-corrosive panels, doors and pilasters equal to Poly-Mar or polymer partitions with hardware as specified herein.
- B. Panels, doors and pilasters shall be fabricated from polymer resins under high pressure, forming a single component section which is waterproof, non-absorbent and has a self-lubricating surface that resists marking with pens, pencils or other writing instruments. Wood or water-affected materials or laminates **NOT** acceptable.
- C. Construction:
  1. Single component construction of solid Poly-Mar or polymer in colors that extend from the surface throughout the core.
  2. Doors, panels and pilasters must be 1 inch thick and all edges machined to a radius of 250 degrees and all exposed surfaces to be free of saw marks. No other thicknesses are acceptable.
  3. Dividing panels shall be 55 inches high and mountable at 14 inches above the finished floor. Aluminum edging strips shall be fastened to the bottom edge of all panels at full length. (If desired by SBBC, panel at the top of layout shall extend up and fasten into the headrail. Only available on standard depth stalls 62-1/2 inches or less.)
  4. Doors shall be 55 inches high and mountable at 14 inches above the finished floor. Aluminum edging strips shall be fastened to the bottom edge of all doors full width.
  5. Pilasters shall be 82 inches high.
  6. Steel or plastic shoes shall be 3 inches high, 20-gauge steel with tamper-proof fasteners.
  7. Color cards shall be submitted and colors shall be selected by the SBBC District Maintenance Department.

VENDOR NAME: \_\_\_\_\_  
MA/lc

The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 5, BID SPECIFICATIONS (Continued)**

3. Materials (Continued):

D. Hardware:

1. Door hardware shall be as follows:
  - a. Hinges shall wrap around flanges and through-bolted to doors and pilasters. Hinges will be factory set to a full close position unless otherwise noted.
  - b. Each door shall be furnished with one coat hook/bumper of heavy chrome-plated Zamac with rubber bumper. Handicapped-accessible doors also must include one door pull and one wall stop.
  - c. Door strike and keeper shall be fabricated from heavy duty aluminum extrusion with bright dip anodized finish with wrap-around flange surface, mounted and through-bolted to pilaster with one-way sex bolts.
  - d. Door latch housing shall be fabricated from heavy aluminum extrusion with bright dip anodized finish, surface mounted and through-bolted to door with one-way sex bolts. Slide bolt and bottom shall be heavy aluminum.
2. Pilaster shoes shall be furnished with plastic anchors and stainless steel Phillips head screws.
3. Full length continuous wall brackets with milled finish weighing not less than 1,685 pounds per linear foot. Wall brackets shall be pre-drilled by manufacturer with holes spaced every 12 inches along the full length of brackets.
4. Headrail shall be heavy aluminum extrusion with mill finish in anti-grip design.
5. Headrail bracket shall be stainless steel.

When deemed necessary by SBBC the bidder will visit the proposed installation site to furnish on-site measurements and provide a material list and price based on the submitted bid **at no additional charge to the SBBC.**

**SAMPLES:** Working samples of partitions and hardware along with color cards, with no less than 12 standard colors must be submitted within **five business days** upon notification by the District Maintenance Department.

VENDOR NAME: \_\_\_\_\_

MA/lc

**SECTION 6, ATTACHMENT 1**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM**  
**TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.**

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

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

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Personally Known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of identification)

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

FORM: #4530  
3/93

VENDOR NAME: \_\_\_\_\_  
MA/lc

The School Board of Broward County, Florida

**SUPPLY AND INSTALL BATHROOM PARTITION MATERIAL, HARDWARE AND ACCESSORIES**

**SECTION 6, ATTACHMENT 2**

**INSURANCE REQUIREMENTS**

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

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

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

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with General Condition 6.

VENDOR NAME: \_\_\_\_\_  
MA/lc

**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/RFP Due Date established within, to:

The School Board of Broward County, Florida  
 Purchasing Department  
 Suite 323  
 7720 West Oakland Park Boulevard  
 Sunrise, Florida 33351

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

Bid/RFP Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

v	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: \_\_\_\_\_