

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

Bid No.: <u>25-099B</u>	Board Meeting: <u>MARCH 15, 2005</u>
Description: <u>MEDICAL SUPPLIES AND EQUIPMENT</u>	Notified: <u>379</u> Downloaded: <u>64</u>
<u>TERM CONTRACT</u>	Bids Rec'd: <u>27</u> No Bids: <u>6</u>
For: <u>VARIOUS LOCATIONS</u>	Bid Opening: <u>DECEMBER 8, 2004</u>
(School/Department)	Advertised Date: <u>NOVEMBER 16, 2004</u>
Fund: <u>VARIOUS FUNDS</u>	Award Amount: <u>\$2,500,000 (PER CONTRACT PERIOD)</u>

POSTING OF BID RECOMMENDATION/TABULATION: Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department on FEBRUARY 3, 2005 @ 3:00 P.M., and will remain posted for 72 hours. Any person desiring to protest the Bid Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Supply Management and Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting and intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract.

RECOMMENDATION/TABULATION

<u>VENDOR NAME</u>	<u>ITEM(S) AWARDED</u>
ADI MEDICAL	1 ST ALTERNATE: ITEM 7
AMERICAN MEDICAL DEPOT	1A, 1B, PRIMARY: ITEM 3
ARMSTRONG MEDICAL IND.	1A, 1B,
BASIC HOMECARE MEDICAL SUPPLY	1A, 1B, 1 ST ALTERNATE: ITEMS 4, 6
EVER READY FIRST AID	1A PRIMARY: ITEMS 6, 9, 13
* FLORIDA HEALTHCARE SUPPLY, INC. (ASIAN AMERICAN M/WBE: FT. LAUDERDALE, FL)	1A, 1B PRIMARY: ITEMS 2, 8, 10 1 ST ALTERNATE: ITEMS 3, 5
HENRY SCHEIN, INC.	1A PRIMARY: ITEM 5
KENTRON HEALTH CARE	1A, 1B
LAERDAL MEDICAL CORP.	1A, 1B
* LAMFIS, INC. DBA HINSON OFFICE SUPPLY (WHITE FEMALE M/WBE: FT. LAUDERDALE, FL)	1A, 1B

CONTINUED

By:  Date: 2/2/05
(Buyer/Purchasing Agent)

3/30/04

Equal Opportunity Employer, using Affirmative Action Guidelines

<u>VENDOR NAME</u>	<u>ITEM(S) AWARDED</u>
MED SUPPLY PARTNERS	1A, 1B
MEDISTAT MEDICAL-HALLMARK SALES CORP.	1A, 1B
MEDLINE INDUSTRIES, INC.	1A, 1B
MEDTRONIC EMERGENCY RESPONSE SYSTEMS	1A, 1B; 1A (ALT #1), 1B (ALT #1)
MOORE MEDICAL CORP.	1A, 1B
* N.M. ENTERPRISES OF PLANTATION, INC. DBA MEDIX USA (ASIAN INDIAN AMERICAN M/WBE: SUNRISE, FL)	1A, 1B PRIMARY: ITEMS 4, 7, 11 1 ST ALTERNATE: ITEMS 2, 8, 9, 13
PHARMED GROUP CORP.	1 ST ALTERNATE: ITEM 10
POCKET NURSE	1A, 1B
RIFTON EQUIPMENT	1A, 1B
SCHOOL HEALTH CORP.	1A, 1B
SOUTH FLORIDA MEDICAL SUPPLY, INC.	1A, 1B

* CERTIFIED M/WBE VENDOR

BID ITEM 1: RECOMMEND A MULTIPLE AWARD BE MADE TO THE ABOVE BIDDERS WHO OFFERED A SINGLE FIXED PERCENTAGE DISCOUNT AND OTHERWISE COMPLIED WITH THE SPECIFICATIONS, TERMS AND CONDITIONS OF THIS BID.

BID ITEMS 2 THROUGH 11 AND ITEM 13: IN ORDER TO MEET THE NEEDS OF THE SCHOOL SYSTEM AND IN THE BEST INTEREST OF THE SCHOOL BOARD, THE ABOVE ITEMS ARE RECOMMENDED TO BE AWARDED TO THE BIDDERS LISTED. THE LOW BIDDER WILL BE THE SCHOOL BOARD'S PRIMARY VENDOR. IF THE LOW BIDDER IS UNABLE TO MEET THE BID REQUIREMENTS, THEN THE NEXT BIDDER WILL BE UTILIZED.

BID ITEM 12: RECOMMEND ALL BIDS RECEIVED BE REJECTED DUE TO AN ERROR IN SPECIFICATIONS. THIS ITEM WILL BE PURCHASED FROM AN APPROVED VENDOR FOR ITEM 1 WHICH IS THE CATALOG PORTION OF THIS BID.

CONTRACT PERIOD: APRIL 1, 2005 THROUGH MARCH 31, 2007

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

BID NUMBER	25-099B	OPEN DATE	12/08/04	BUYER	CHUCK HIGH
BID TITLE	MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)				

REMARKS:
 BID DRAFT WAS APPROVED BY: MARCIA BYNOE, DIRECTOR, HEALTH EDUCATION SERVICES
 BIDS RECEIVED WERE EVALUATED BY: MARCIA BYNOE, DIRECTOR, HEALTH EDUCATION SERVICES AND CHARLES V. HIGH, MANAGER - PURCHASING OPERATIONS - SPECIAL ASSIGNMENT.

BID ITEM 1: RECOMMEND AWARD BE MADE TO ALL BIDDERS WHO SUBMITTED CATALOG/PRICE LISTS AND MEETS ALL SPECIFICATIONS, TERMS AND CONDITIONS OF THE BID.

BID ITEMS 2 THROUGH 13: RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDERS MEETING SPECIFICATIONS, TERMS & CONDITIONS.

BID NUMBER	25-099B	OPEN DATE	12/08/04	BUYER	CHUCK HIGH
BID TITLE	MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)				

REMARKS:	
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25-099B
Medical Supplies and Equipment (Catalog)
Bid Rejection Sheet

Reject bids for the following reasons. Evaluation of bids ceased upon discovery that the items offered did not meet the specifications as described in the Bid Summary Sheet, Special Conditions or the General Conditions of the bid. There may be additional reasons for rejection.

Item 4:

Special Condition 3 states it is necessary to bid on every item in the group or the entire group will be disqualified. The following vendors did not bid on all items in this group:

- ADI Medical (did not bid on 4A, B, C, D or E)
- Medistate Medical-Hallmark Sales (did not bid on 4A, B, C or D)
- Medco Supply Company (did not bid on 4B or H)
- Moore Medical Corp. (did not bid on 4B)
- Potts Distributing Co. (did not bid on 4B or D)
- School Health Corp. (did not bid on 4B)

Reject bid received from Kentron Health Care. Elastic gauze bandage offered for item 4D is 2" bandage. Bid specifications for 4D is a 1" bandage.

Item 6:

Reject bid received from Integral Sanitary Solutions. This vendor was found in default of a bid at the January 18, 2005 Board Meeting.

Reject bid received from Moore Medical Corp. Bidder has submitted a letter stating the price quoted is incorrect. Reject this bid due to a scribes error.

Item 7:

Reject bid received from Pocket Nurse. Descriptive literature submitted for the elastic wrap bandage offered states each roll is 4.1 yards (stretched). Bid specifications for this item state it is to be 5 yards (stretched).

Item 8:

Special Condition 3 states it is necessary to bid on every item in the group or the entire group will be disqualified. The following vendors did not bid on all items in this group:

- Medco Supply Company (did not bid on 8B or D)
- Potts Distributing Co. (did not bid on 8C or D)

Item 9:

Reject bid received from Medistat Medical-Hallmark Sales. Special Condition 19 states samples are to be submitted upon request. Bidder failed to submit samples.

Item 10:

Reject bid received from Medco Supply Company. Bidder submitted a letter with their bid stating there will be shipping & handling charges added for orders under \$90.00. Special Condition 1 states all delivery/shipping costs are to be included in prices quoted. The letter also states that prices quoted are firm through January 18, 2005. Special Condition 2 states prices quoted are to be firm through March 31, 2007.

Item 11:

Special Condition 3 states it is necessary to bid on every item in the group or the entire group will be disqualified. The following vendors did not bid on all items in this group:

South Florida Medical Supply, Inc. (did not bid on 11A)

Special Condition 19 states samples are to be submitted upon request. The following vendors failed to submit samples:

School Health Corp.

Medistat Medical-Hallmark Sales

Pharmed Group Corp.

Reject bid received from Florida Health Care Supply, Inc. Sample of item offered did not include a desk or wall holder. Bid Specifications state kit includes one desk or wall holder.

Reject bid received from Basic Homecare Medical Supply. Sample of item offered has 10 probe covers. Bid Specifications state kit includes 50 probe covers. Sample of item offered did not include a desk or wall holder. Bid Specifications state kit includes one desk or wall holder.

Reject bid received from American Medical Depot. Sample of item offered has 5 probe covers. Bid Specifications state kit includes 50 probe covers. Sample of item offered did not include a desk or wall holder. Bid Specifications state kit includes one desk or wall holder.

Reject bids received from Henry Schein, Inc., Medline Industries, Inc. and Pocket Nurse. All bids are over budgetary limitations.

25-099B
Medical Supplies and Equipment (Catalog)
Bid Rejection Sheet
Page 3 of 3

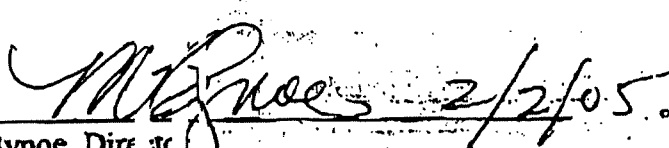
Item 12:

Recommend all bids received be rejected due to error in specifications. Bid specification states "large". One of the model numbers listed as acceptable (MVE 4002) is a medium glove.


Item 13:

Reject bid received from Florida Health Care Supply, Inc. Bidder submitted a sample of Dynarex 2071-1103 Alcohol Prep Pads instead of the Dukal 2040-851 Alcohol Prep Pad as offered in their bid. Special Condition 19 states the sample submitted must be of the item offered in their bid.

Bids evaluated by:



Marcia Bynoe, Director
Health Education Services

 2/2/05

Chuck High, Manager
Purchasing Operations-Special Assignment

VENDOR CONTRACT AWARD INFORMATION

BID NUMBER: 25-099B, TITLE: MEDICAL SUPPLIES AND EQUIPMENT

ITEM NUMBER	DESCRIPTION	Primary	1st Alternate
2A	WHSE 270840001 (W15030) ALCOHOL – 16 OUNCES – 1 PINT, PLASTIC BOTTLE	FLORIDA HEALTHCARE SUPPLY, INC. \$0.58/BOTTLE BRAND: CUMBERLAND SWAN MODEL: 1948-9999001E 16 OUNCES PER BOTTLE MINIMUM SHIPMENT: 480 BOTTLES DELIVERY: 30 DAYS ARO	MEDIX USA \$0.60/BOTTLE BRAND: CUMBERLAND SWAN MODEL: 00-983-8551 16 OUNCES PER BOTTLE MINIMUM SHIPMENT: 996 BOTTLES DELIVERY: 21 DAYS ARO
2B	WHSE 270840004 (W15080) HYDROGEN PEROXIDE - 16 OUNCE BOTTLE – 1 PINT, PLASTIC BOTTLE	FLORIDA HEALTHCARE SUPPLY, INC. \$0.40/BOTTLE BRAND: CUMBERLAND SWAN MODEL: 1948-9999036 16 OUNCES PER BOTTLE MINIMUM SHIPMENT: 300 BOTTLES DELIVERY: 30 DAYS ARO	MEDIX USA \$0.59/BOTTLE BRAND: CUMBERLAND SWAN MODEL: 7722-84-1 16 OUNCES PER BOTTLE MINIMUM SHIPMENT: 300 BOTTLES DELIVERY: 21 DAYS ARO
3	ZZZZ 780720001 PHYSICIAN SCALE WITH BALANCE BEAM	AMERICAN MEDICAL DEPOT \$143.96/EACH BRAND: DETECTO MODEL: 439 MINIMUM SHIPMENT: 1 EACH DELIVERY: 30 DAYS ARO	EVER READY FIRST AID \$193.70/EACH BRAND: MEDLINE MODEL: MPH071582 MINIMUM SHIPMENT: 1 EACH DELIVERY: 14 DAYS ARO
4A	ZZZZ 475090015 ADHESIVE TAPE ½" X 10 YARDS, POROUS	MEDIX USA \$40.09/CASE BRAND: AMD RITMED MODEL: A5105 ROLLS PER BOX: 24 BOXES PER CASE: 12 DELIVERY: 21 DAYS ARO	BASIC HOMECARE MEDICAL SUPPLY \$46.08/CASE BRAND: AMD RITMED MODEL: A5105 ROLLS PER BOX: 24 BOXES PER CASE: 12 DELIVERY: 30 DAYS ARO

VENDOR CONTRACT AWARD INFORMATION

BID NUMBER: 25-099B, TITLE: MEDICAL SUPPLIES AND EQUIPMENT

4B	ZZZZ 475090016 ADHESIVE TAPE, 1 ½" X 10 YARD, POROUS	MEDIX USA \$96.00/CASE BRAND: ZONAS MODEL: 5105 ROLLS PER BOX: 8 BOXES PER CASE: 12 DELIVERY: 21 DAYS ARO	BASIC HOMECARE MEDICAL SUPPLY \$46.80/CASE BRAND: KENDALL MODEL: 3027 ROLLS PER BOX: 8 BOXES PER CASE: 12 DELIVERY: 30 DAYS ARO
4C	ZZZZ 475090017 ADHESIVE TAPE, 2" X 10 YARD, POROUS	MEDIX USA \$20.04/CASE BRAND: AMD RITMED MODEL: A5120 ROLLS PER BOX: 6 BOXES PER CASE: 12 DELIVERY: 21 DAYS ARO	BASSIC HOMECARE MEDICAL SUPPLY \$46.80/CASE BRAND: AMD RITMED MODEL: A5120 ROLLS PER BOX: 6 BOXES PER CASE: 12 DELIVERY: 30 DAYS ARO
4D	ZZZZ 475090018 GAUZE BANDAGES, ELASTIC NON-STERILE, 1" X MINIMUM 4 YARDS	MEDIX USA \$9.60/CASE BRAND: CONCO MODEL: 2510 BANDAGES PER BAG: 24 BAGS PER CASE: 4 DELIVERY: 21 DAYS ARO	BASIC HOMECARE MEDICAL SUPPLY \$18.24/CASE BRAND: KENDALL MODEL: 2239 BANDAGES PER BAG: 12 BAGS PER CASE: 8 DELIVERY: 30 DAYS ARO
4E	ZZZZ 475090019 GAUZE BANDAGES, ELASTIC NON-STERILE, 2" X MINIMUM 4 YARDS	MEDIX USA \$7.01/CASE BRAND: AMD RITMED MODEL: 205 BANDAGES PER BAG: 12 BAGS PER CASE: 8 DELIVERY: 21 DAYS ARO	BASIC HOMECARE MEDICAL SUPPLY \$9.60/CASE BRAND: DYNAREX MODEL: 3102 BANDAGES PER BAG: 12 BAGS PER CASE: 8 DELIVERY: 30 DAYS ARO

VENDOR CONTRACT AWARD INFORMATION

BID NUMBER: 25-099B, TITLE: MEDICAL SUPPLIES AND EQUIPMENT

4F	ZZZZ 475090020 GAUZE SQUARES, 3" X 3" STERILE	MEDIX USA \$75.84/CASE BRAND: AMD RITMED MODEL: 3312 GAUZE SQUARES PER BOX: 100 BOXES PER CASE: 24 DELIVER: 21 DAYS ARO	BASIC HOMECARE MEDICAL SUPPLY \$57.60/CASE BRAND: DYNAREX MODEL: 3353 GAUZE SQUARES PER BOX: 100 BOXES PER CASE: 24 DELIVERY: 30 DAYS ARO
4G	ZZZZ 475090021 GAUZE SQUARES, 2" X 2" STERILE	MEDIX USA \$39.43/CASE BRAND: AMD RITMED MODEL: 2212 GAUZE SQUARES PER BOX: 100 BOXES PER CASE: 24 DELIVERY: 21 DAYS ARO	BASIC HOMECARE MEDICAL SUPPLY \$48.00/CASE BRAND: DYNAREX MODEL: 3352 GAUZE SQUARES PER BOX: 100 BOXES PER CASE: 24 DELIVERY: 30 DAYS ARO
4H	ZZZZ 475090022 GAUZE SQUARES, 4" X 4" STERILE	MEDIX USA \$39.42/CASE BRAND: DYNAREX MODEL: 3354 SQUARES PER BOX: 100 BOXES PER CASE: 12 DELIVERY: 21 DAYS ARO	BASIC HOMECARE MEDICAL SUPPLY \$48.00/CASE BRAND: DYNAREX MODEL: 3354 SQUARES PER BOX: 100 BOXES PER CASE: 12 DELIVERY: 30 DAYS ARO
5A	ZZZZ 475090009 PLASTIC STRIPS (BAND-AIDS)	HENRY SCHEIN, INC. \$\$0.96/BOX BRAND: HENRY SCHEIN MODEL: 1007565 BAND-AIDS PER BOX: 100 DELIVERY: 3-5 DAYS ARO	FLORIDA HEALTHCARE SUPPLY, INC. \$0.94/BOX BRAND: NUTRAMAX PRIVATE LABEL IMCO MODEL: 0327-899993 IMC BAND-AIDS PER BOX: 100 DELIVERY: 2-15 DAYS ARO
5B	ZZZZ 475090010 PLASTIC STRIPS (BAND AIDS)	HENRY SCHEIN, INC. \$1.12/BOX BRAND: HENRY SCHEIN MODEL: 1008594 BAND-AIDS PER BOX: 100 DELIVERY: 3-5 DAYS ARO	FLORIDA HEALTHCARE SUPPLY, INC. \$1.20/BOX BRAND: NUTRAMAX PRIVATE LABEL IMCO MODEL: 0327-899992 IMC BAND-AIDS PER BOX: 100 DELIVERY: 2-15 DAYS ARO

VENDOR CONTRACT AWARD INFORMATION

BID NUMBER: 25-099B, TITLE: MEDICAL SUPPLIES AND EQUIPMENT

6	ZZZZ 475090023 BANDAGE, TRIANGLE NON-STERILE	EVER READY FIRST AID \$48.00/CASE BRAND: DYNAREX MODEL: 3680 BANDAGES PER BOX: 1 BOXES PER CASE: 240 DELIVERY: 12-14 DAYS ARO	BASIC HOMECARE MEDICAL SUPPLY \$52.80/CASE BRAND: AMD RITMED MODEL: 5460 BANDAGES PER BOX: 12 BOXES PER CASE: 20 DELIVERY: 15-30 DAYS ARO
7	ZZZZ 475090013 ELASTIC WRAP BANDAGE, 2" X 5 YARDS (STREACHED)	MEDIX USA \$10.90/CASE BRAND: DYNAREX MODEL: 3652 BANDAGES PER BOX: 10 BOXES PER CASE: 5 DELIVERY: 15-21 DAYS ARO	ADI MEDICAL \$13.00/CASE BRAND: ADI MODEL: 27500 BOXES PER CASE: 50 DELIVERY: 4-6 DAYS ARO
8A	ZZZZ 475270005 APPLICATORS, 3" WITH COTTON TIP, NON-STERILE	FLORIDA HEALTHCARE SUPPLY, INC. \$27.00/CASE BRAND: DYNAREX MODEL: 2071-4301 APPLICATORS PER BOX: 1000 BOXES PER CASE: 10 DELIVERY: 30 DAYS ARO	MEDIX USA \$27.00/CASE BRAND: DYNAREX MODEL: 4301 APPLICATORS PER BOX: 1000 BOXES PER CASE: 10 DELIVERY: 15-21 DAYS ARO
8B	ZZZZ 475270006 COTTON BALLS NON-STERILE	FLORIDA HEALTHCARE SUPPLY, INC. \$9.60/CASE BRAND: AMDX MODEL: 0811-969153 COTTON BALLS PER BOX: 2000 BOXES PER CASE: 2 DELIVERY: 30 DAYS ARO	MEDIX USA \$9.80/CASE BRAND: DYNAREX MODEL: 3170 COTTON BALLS PER BOX: 2000 BOXES PER CASE: 2 DELIVERY: 15-21 DAYS ARO

VENDOR CONTRACT AWARD INFORMATION

BID NUMBER: 25-099B, TITLE: MEDICAL SUPPLIES AND EQUIPMENT

8C	ZZZZ 475670005 SAFETY PINS, SIZE 2 OR 3 HEAVY NICKEL PLATED STEEL	FLORIDA HEALTHCARE SUPPLY, INC. \$132.48/CASE BRAND: GRAHAM-FIELD MODEL: 2867-30392C SAFETY PINS PER BOX: 144 BOXES PER CASE: 10 DELIVERY: 30 DAYS ARO	MEDIX USA \$145.01/CASE BRAND: GRAHAM FIELD MODEL: 3038 SAFETY PINS PER BOX: 144 BOXES PER CASE: 10 DELIVERY: 15-21DAYS ARO
8D	ZZZZ 475640005 FACIAL TISSUES	FLORIDA HEALTHCARE SUPPLY, INC. \$13.05/CASE BRAND: MARCAL MODEL: 600-2930 SHEETS PER BOX: 100 BOXES PER CASE: 30 DELIVERY: 30 DAYS ARO	MEDIX USA \$13.30/CASE BRAND: MARCAL MODEL: 39 (2930) SHEETS PER BOX: 100 BOXES PER CASE: 30 DELIVERY: 5-21 DAYS ARO
8E	ZZZZ 475670006 TONGUE BLADES, MINIMUM 5", WOODEN	FLORIDA HEALTHCARE SUPPLY, INC. \$25.00/CASE BRAND: DUKAL MODEL: 2040-9001B BLADES PER BOX: 500 BOXES PER CASE: 10 DELIVERY: 30 DAYS ARO	MEDIX USA \$22.00/CASE BRAND: DYNAREX MODEL: 4312 BLADES PER BOX: 500 BOXES PER CASE: 10 DELIVERY: 5-21 DAYS ARO
9	ZZZZ 4758800001 SCISSORS, LISTER BANDAGE 7 ¼" LONG, STAINLESS STEEL	EVER READY FIRST AID \$1.02/EACH BRAND: ZULCO MODEL: LISTER 7 ½ DELIVERY: 12-14 DAYS ARO	MEDIX USA \$1.75/EACH BRAND: MEDIX USA MODEL: 705 DELIVERY: 15-21 DAYS ARO
10	ZZZZ 475730001 BOTTLES, ICE/HOT WATER, RUBBER 9" DIAMETER SCREW CAP	FLORIDA HEALTHCARE SUPPLY, INC. \$2.45/EACH BRAND: GRAHAM-FIELD MODEL: 2867-05HT 9008 DELIVERY: 2-30 DAYS ARO	PHARMED GROUP CORP. \$3.25/EACH BRAND: GRAHAM-FIELD MODEL: HT9008 DELIVERY: 15-20 DAYS ARO

VENDOR CONTRACT AWARD INFORMATION

BID NUMBER: 25-099B, TITLE: MEDICAL SUPPLIES AND EQUIPMENT

11A	ZZZZ 475850001 THERMOMETER, DIGITAL, AUXILIARY	MEDIX USA \$8.50/EACH BRAND: STERIDYNE MODEL: SST5-50 DELIVERY: 15-21 DAYS ARO	NO AWARD
11B	ZZZZ 475850002 THERMOMETER PROBE COVERS, DISPOSABLE	MEDIX USA \$1.78/BOX BRAND: STERIDYNE MODEL: ST100-2 DELIVERY: 15-21 DAYS ARO	NO AWARD
12	NO AWARD		
13	ZZZZ 465760001 ALCOHOL PREP PADS	EVER READY FIRST AID \$8.40/CASE BRAND: DUKAL MODEL: 851 PADS PER BOX: 200 BOXES PER CASE: 10 DELIVERY: 12-14 DAYS ARO	MEDIX USA \$11.00/CASE BRAND: DYNAREX MODEL: 1103 PADS PER BOX: 200 BOXES PER CASE: 20 DELIVERY: 15-21 DAYS ARO

25-099B
MEDICAL SUPPLIES AND EQUIPMENT

Statement of No Bid Summary

Number of Bidders submitting "No" Bid Statements: 6

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

√	Summary of Bidders Reasons for "NO" Bid:
X	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
X	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Could not bid competitive prices
	Being bid by their subsidiary



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

DONNIE CARTER

Director of Supply Management and Logistics Department

SCHOOL BOARD

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BENJAMIN J. WILLIAMS

DATE: October 19, 2004
TO: Prospective Bidders
FROM: Mr. Charles High, Purchasing Agent
754-321-0503

DR. FRANK TILL
Superintendent of Schools

**SUBJECT: Instructions to Bidders
Invitation to Bid 25-099B, Medical Supplies and Equipment (Catalog)**

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

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

- **SECTION 2, SUBMITTAL REQUIREMENTS**

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

- **COMPLETION OF BIDS**

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

- **PRICING CORRECTIONS**

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

- **DUE DATE**

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

- **STATEMENT OF "NO" BID**

If you are **not** submitting a bid in response to this ITB, please complete Section 7, Statement of "No" Bid and return via facsimile to 754-321-0533. Your responses to the Statement of "No" Bid are very important to the Supply Management and Logistics Department when creating future ITBs.

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

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

INVITATION TO BID (ITB)

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

DECEMBER 8, 2004

ITB NO.:

25-099B

RELEASE DATE :

OCTOBER 19, 2004

PURCHASING AGENT:

Mr. Charles High
754-321-0503

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

BID TITLE:

MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 1, Bidder Acknowledgement

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW.

Bidder Name:	Purchase Order Address: If Purchase Orders are to be mailed to address other than as stated on left, please complete section below.		
Address:	P.O. Address:		
City:			
State:	Zip Code:	City:	
Telephone Number:	State:	Zip Code:	
Toll Free Number:	Contact:		
Fax Number:	Telephone Number:		
Internet Web Site:	Toll Free Number:		
Contact Internet E-Mail Address:	Fax Number:		
Federal Tax Identification Number:	Internet E-Mail Address:		

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I certify acceptance of this bid's terms, conditions, specifications, attachments and addendum. I certify that I am authorized to sign this bid for the bidder.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

I agree that this bid cannot be withdrawn within 60 days from date due.

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 checked="" type="checkbox"/> Descriptive Literature | <input checked="" type="checkbox"/> Samples | <input checked="" type="checkbox"/> Material Safety Data Sheets |
| Special Condition ____ | Special Condition 16 | Special Condition 19 | Special Condition 22 |
| <input type="checkbox"/> Manufacturer's Authorization | <input checked="" type="checkbox"/> Catalog(s)/Price List | <input type="checkbox"/> Bidder Questionnaire | <input type="checkbox"/> Other _____ |
| Special Condition ____ | Special Condition 6 | Special Condition ____ | Special Condition ____ |

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

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **SBBC reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in the Supply Management and Logistics Department **on or before 2:00 p.m. on date due** for bid to be considered. Bids will be opened at 2:00 p.m. on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.**
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted will govern.

All prices quoted shall be F.O.B. destination and freight prepaid (bidder pays and bears freight charges). Bidder owns goods in transit and files any claims unless otherwise stated in Special Conditions. Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).** If a bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days will be required for payment, and if a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.
3. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or purchase order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
 - b) All departments being advised not to do business with vendor.
4. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the office of the Supply Management and Logistics Department of The School Board of Broward County, Florida, Suite 323, 7720 West Oakland, Park Boulevard, Sunrise, Florida 33351-6704.
5. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding legal holidays and days during which the school district administration is closed.
6. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Department of Purchasing no later than five working days prior to the original bid opening date. If necessary, an Addendum will be issued.
7. **AWARDS:** In the best interest of the School Board, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes.
8. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
9. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
10. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at awardee's expense.
11. **PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced.
12. **CONFLICT OF INTEREST:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, **all bidders must disclose with their bid** the name of any officer, director, or agent who has a material interest in the bidder's firm and who is also an employee of The School Board of Broward County, Florida.
13. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 21: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. **The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.**

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

An awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Purchasing within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the awardee of its responsibilities under a contract awarded under this bid.
16. **PATENTS & ROYALTIES:** The awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
17. **OSHA:** The awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
18. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
19. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
20. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
21. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awardee shall be liable for any damages or loss to the Board occasioned by negligence of the awardee (or agent) or any person the awardee has designated in the completion of the contract as a result of their bid.
22. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unawardees. After acceptance of bid, the Board will notify the awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the awardee.
23. **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
24. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation. The School Board of Broward County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Blvd, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding legal holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. This warehouse is no longer accessible by the Seaboard Coast Line siding for rail car routing.
27. **SUBSTITUTIONS:** The School Board of Broward County, Florida **WILL NOT** accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a bidder is a responsible bidder.
29. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed stamped envelope with bid. Bid tabulation will be mailed after completion of the rules shown in School Board Policy 3320.
30. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is 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.
31. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Supply Management and Logistics Department.
32. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
33. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
34. **SUBMITTAL OF INVOICES:** All bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any purchase order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the purchase order.** A single invoice line must not correspond to or commingle the cost shown on multiple purchase order lines. An invoice submitted that does not follow the same format and line numbering as shown on the purchase order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
35. **PURCHASE AGREEMENT:** This bid and the corresponding purchase orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the Supply Management and Logistics Department on **JANUARY 20, 2005 at 3:00 p.m.**, and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of Bid Recommendations/Tabulations shall be posted in the Supply Management and Logistics Department and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of Bid Recommendations/Tabulations is changed, it is the responsibility of each bidder to ascertain the revised date of the posting of Bid Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the bid tabulation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Supply Management and Logistics Department gives notice of an intended decision about this bid. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holidays and days during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday and days during which the school district administration is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with the School Board, **at the time of filing the formal written protest**, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract. The School Board shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the School Board administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the School Board may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing
37. (Continued): process and any appellate court proceedings, the School Board prevails, and then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. The failure to post the bond required by School Board Policy 3320, Part VI, within the time prescribed by School Board Policy 3320, Part VI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings under School Board Policy 3320 and Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the bonds required by School Board Policy 3320, Part VI, shall be filed at the office of the Director of Purchasing, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.
38. **SUBMITTAL OF BIDS:** All bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in the SUPPLY MANAGEMENT AND LOGISTICS DEPARTMENT on or before 2:00 p.m. on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. The bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. The Supply Management and Logistics Department will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the bidder to be certain that all addendum released have been received, that all addendum requirements have been completed, and that all submittals required by the addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It will be the responsibility of the awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC purchase order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school board, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:**
- SBBC agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract.
 - VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

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 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.

44. **REASONABLE ACCOMMODATION:** In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the bid opening because of a disability must contact the Equal Educational Opportunities Department at 754-321-6187 or TDD 754-321-6188.

45. **"FUNDING OUT" TERMINATION/CANCELLATION:** Section 1011.14, Florida Statutes, prohibits SBBC from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, SBBC may, during the contract period, terminate or discontinue the items covered in this bid. This written notice will release SBBC of all obligations, subsequent to the termination date, in any way related to the items covered in this bid upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.

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 shall keep a current list of persons who have submitted the lobbyist statement form.

47. **TIE BID PROCEDURES:** When identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

➤ A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;

➤ The Broward County Certified Minority/Women Business Enterprise vendor;

➤ The Palm Beach or Miami-Dade County Certified Minority/Women Business Enterprise vendor;

➤ The Florida Certified Minority/Women Business Enterprise vendor;

➤ The Broward County vendor, other than a Minority/Women Business Enterprise vendor;

➤ The Palm Beach or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;

➤ The Florida vendor, other than a Minority/Women Business Enterprise vendor.

➤ If application of the above criteria does not indicate a priority for award, the award will be decided by a coin toss. The coin toss shall be held publicly in the Supply Management and Logistics Department; the tie low bid vendors invited to be present as witnesses.

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

48. **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 M/WBE Office at 754-321-2290.

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.

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49. **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.
50. **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.

Each individual for whom a SBBC photo identification badge is requested will be required 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. Effective immediately, the current total fee for a SBBC photo identification badge, including fingerprinting and FBI background check is currently \$75.00. Money Order is made payable to The School Board of Broward County, Florida. Company or personal checks, or credit card payments are not acceptable. **These fees are not refundable and subject to change without notice. Vendor will be required to pay the rate current at the time of request of badge.**

51. **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).
52. **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.

BID PROPOSAL

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on new **MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)** as specified herein. For **Bid Item 1** delivery will be to various schools, departments and centers within Broward County, Florida and must include inside delivery, F.O.B. Destination and placement of equipment items. (See Special Condition 9.) For **Bid Item 2** delivery will be to the Central Warehouse, 3800 NW 10th Avenue, Ft. Lauderdale, Florida 33309 and must include all delivery/shipping costs and be shipped F.O.B. Destination. Warehouse will unload. For **Bid Items 3 through 13,** delivery will be to various schools, departments and centers within Broward County, Florida and must include inside delivery and all delivery/shipping costs and be shipped F.O.B. Destination. **No installation is required for this bid.**

SBBC locations may issue open (blanket) purchase orders as required to purchase products not awarded on Bid Items 2 through 13. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open order(s), item(s) will be ordered on an as needed basis through the use of an order form. Shipment(s) received as a result of an order, where an order form has not been released, will not be accepted and no cost shall be incurred by SBBC as a result.

2. **TERM:** The purpose of this bid is to establish a contract **beginning April 1, 2005 and continuing through March 31, 2007.** Bids will not be considered for a shorter period of time. For **Bid Item 1,** percentage discount offered shall be firm for the entire contract period. For **Bid Items 2 through 13,** all unit prices quoted shall be firm throughout the contract period. Items will be ordered on an as needed basis.
3. **AWARD:** For **Bid Item 1,** in order to meet the needs of the school system and in the best interest of SBBC, awards will be made to all responsive bidders who offer a single percentage discount and otherwise comply with 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 the lowest net prices for those items, that comply with specifications and otherwise meet requirements, should obtain the largest volume of business.

For **Bid Items 2 through 13,** in order to meet the needs of the school system and SBBC, each ITEM OR GROUP, as indicated on the Bid Summary Sheet, shall be awarded up to the two lowest responsive and responsible bidders meeting specifications, terms and conditions. The lowest awardee in an item or group shall be considered the primary vendor and should receive the largest volume of work. For items in groups, it is necessary to bid on every item in the group, and all items in the group, and all items in the group must meet specifications, the entire group will be disqualified. SBBC may need to order an individual component within a group. All items with a group must have an individual cost. Failure to state the individual cost for any item within a group will result in disqualification of the group. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second lowest bidder if: a) the lowest bidder cannot comply with delivery requirements or specifications; b) the lowest bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of SBBC to do so regardless of reason. Bidder should carefully consider each item for conformance to bid specifications.

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, 23 and 24.

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, SPECIAL CONDITIONS (Continued)

4. **INFORMATION:** Any questions by prospective bidders concerning this Invitation to Bid should be addressed to **Mr. Charles High, Purchasing Agent, Supply Management and Logistics Department, 754-321-0503 or email at charles.high@browardschools.com** who is authorized only to direct the attention of prospective bidders to various portions of the Bid so they may read and interpret such for themselves. Neither **Mr. High** nor any employee of SBBC is authorized to interpret any portion of the Bid or give information as to the requirements of the Bid in addition to that contained in the written Bid Document. **Questions should be submitted in accordance with General Condition 6.** Interpretations of the Bid or additional information as to its requirements, where necessary, shall be communicated to bidders only by written addendum. Any verbal or written information, which is obtained other than, by information in this ITB document or by Addenda, shall not be binding on SBBC.
5. **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at a single fixed percentage discount for the purchase of Medical Supplies and Equipment (Catalog). The term of the bid shall be for approximately 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 extension period. The Board, through its Purchasing Department, will, if considering to extend, request a letter of intent to extend from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. Single fixed percentage discount quoted 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 1, bidder(s) shall furnish, with this bid or upon request, one copy of their current Medical Supplies and Equipment catalog(s)/price list(s)** which will indicate all items bidder can furnish and the list prices to be used for each item. Any catalogs/price lists and bid submitted for other than Medical Supplies and Equipment will not be accepted. Failure to furnish catalogs and/or price lists as required, will result in disqualification of bid submitted. All awardees shall deliver this same catalog(s) to all SBBC locations within Broward County, Florida, (approximately 350) at no cost to the School Board when notified to do so. A list of all SBBC locations will be supplied to all awardees with their letter of contract agreement. Under no circumstances will catalogs be accepted by SBBC mailroom for distribution to the various SBBC locations. 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) when it is delivered by the awardee to all SBBC locations.

If, during the contract period, the awardee issues replacements to the catalog(s), a copy of the replacement catalog(s)/price list(s) are to be forwarded to: SBBC Purchasing Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. Awardee shall deliver copies of the replacement catalog(s)/price list(s) with current prices and/or products to all SBBC locations within Broward County, Florida (approximately 350) at no cost to SBBC, if necessary. Failure on the part of the awardee(s) to furnish current catalogs/price lists updates will result in all payments being based on last update received and increase will not be honored.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, SPECIAL CONDITIONS (Continued)

7. **SINGLE FIXED PERCENTAGE DISCOUNT QUOTED:** For **Bid Item 1**, bidder should indicate in all spaces provided on the Bid Summary Sheet, their single fixed percentage discount for Medical Supplies and Equipment that will be used for the term of the contract. Single fixed percentage offered shall remain firm throughout the term of the contract. Supplies and equipment for the purpose of this bid shall be defined as:

- A. **SUPPLIES:** Any catalog item whose **net price \$999.99 or under.**
- B. **EQUIPMENT:** Any catalog item whose **net price is \$1,000.00 or over.**

Bidders **shall offer their single fixed percentage discount as described on the Bid Summary Sheet**, to be calculated from the catalog list price. SBBC will accept a single fixed percentage discount of 0%. Failure to indicate a percentage discount in the space provided on the Bid Summary Sheet shall indicate a "No Bid" by the bidder.

The single fixed percentage discount offered shall apply to the catalog list price of all catalog items. Items excluded from single fixed percentage discount should be listed on a separate sheet of paper. These items will be excluded and should not be purchased. 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 category (supplies and equipment) and catalog. Awardees may offer SBBC additional educational discounts at any time and invoice SBBC at a greater discount than their bid discount.

8. **INTERNET BASED CATALOG:** SBBC is interested in learning if bidder is currently utilizing or is in the process of developing internet based catalog(s). Please answer the questions regarding internet based catalog(s) on the Bid Summary Sheet. This information, while useful to SBBC, will not be utilized for evaluation of bid submitted.
9. **DELIVERY/FREIGHT:** For **Bid Item 1**, all bidders shall offer inside delivery and F.O.B. Destination, Freight Prepaid and Invoiced to various SBBC locations within Broward County, Florida. The term **F.O.B. Destination, Freight Prepaid and Invoiced** shall indicate the title passes from the supplier to the buyer at the destination point, freight charges are paid by the supplier and added to the invoice. The supplier pays the freight charge(s), owns the goods in transit and files claims for overcharges, loss and damages. The purchaser (SBBC) ultimately bears the freight cost(s). **Delivery or freight collect shall not be allowed.**

Various SBBC locations may at their option pick-up catalog items from awardee's place of business. 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 3 on the Additional Information Sheet.

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, SPECIAL CONDITIONS (Continued)

10. **DELIVERY AND SHIPMENTS:** For **Bid Items 2 through 13**, bidder is to indicate, in the space provided on the Bid Summary Sheet, delivery time required for each bid item. A bidder who fails to indicate delivery time on the Bid Summary Sheets agrees to deliver items ordered within 30 days after receipt of an order. **Unit price shall include all shipping costs and be shipped F.O.B. Destination.** Failure to meet this requirement will result in disqualification of bid. Deliveries to schools, departments and centers will be made Monday through Friday (excluding legal holidays and days during which the School District administration is closed).

Delivery to the Central Warehouse, as indicated on the Bid Summary Sheets, is open to receiving from 7:00 a.m. to 2:00 p.m., Monday through Friday (excluding legal holidays and days during which the School District administration is closed). No deliveries will be accepted after 2:00 p.m. On large orders, half trailer or larger, the vendor will call the warehouse at (954) 928-0219 prior to shipping to arrange for a delivery schedule. **All products shipped to the Central Warehouse must be shrink-wrapped or banded on standard 40" x 48" pallets. No pallet exchange.**

11. **SHIPMENTS AND INVOICING:** 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 three increments**. The third, and final shipment, if necessary, shall be made at most **30 calendar days** subsequent to the date of purchase order.

Material back-ordered should be clearly indicated on the packing slip. Schools, departments and centers reserve the right to cancel back-orders at any time and purchase from another vendor.

12. **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**.

13. **VALUE:** No guarantee as to the dollar amount of this bid is implied or given.

SBBC is **NOT** obligated to place any order with any vendor participating in this bid. However, all SBBC locations will be urged to refer to catalogs and single fixed percentage discount of participating vendors to fill their orders at the lowest prices.

14. **WARRANTY:** Manufacturer's warranty shall be extended to SBBC for all catalog and bid items.

15. **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.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, SPECIAL CONDITIONS (Continued)

16. **DESCRIPTIVE LITERATURE:** For **Bid Items 2 through 13**, if bidding other than the brand(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.** Such literature shall be in sufficient detail to indicate conformance with the specifications of the brand(s) and model(s) specified in the bid. **FAILURE TO PROVIDE THIS DESCRIPTIVE LITERATURE IN SUFFICIENT DETAIL TO COMPLETE THE EVALUATION OF THE BRAND(S) AND MODEL(S) OFFERED IN THIS BID, WITH THIS BID OR UPON REQUEST, WILL RESULT IN DISQUALIFICATION OF BID SUBMITTED.**
17. **BID ITEM OFFERED:** For **Bid Items 2 through 13**, if bidding other than the brand and model specified in the bid item on the Bid Summary Sheet, then the **complete brand and model number** of the item offered must be indicated in the space(s) provided on the Bid Summary sheet(s). Failure to indicate a complete brand and model number for the item offered in the space(s) provided on the Bid Summary Sheet(s) will represent that the bidder is bidding the brand and model specified in the bid item.
18. **MINIMUM ORDER:** For **Bid Item 1**, if bidder wishes to set a minimum order amount they shall do so by indicating the dollar amount in the space provided on Bid Summary Sheet, Page 27 of 32 Pages. Failure to specify will be considered a no minimum dollar amount.

For **Bid Item 2**, bidder is to indicate, in the space provided, their minimum shipment for each bid item, which must not exceed the minimum shipment indicated. Minimum shipments which exceed the indicated minimum shipment on the Bid Summary sheets shall result in disqualification of bid item. 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. A bidder who fails to specify a minimum shipment agrees to deliver the minimum shipment specified in the bid for that bid item. **When requiring SBBC to purchase in multiples due to packaging, this multiple MUST NOT exceed the minimum shipment indicated.**

For **Bid Items 3 through 13**, no minimum orders are allowed unless otherwise stated by SBBC on the Bid Summary Sheets.

19. **SAMPLES:** If required by SBBC for **Bid Items 2 through 13**, the **exact** sample of the bid item offered must be furnished to SBBC Purchasing Department, 7720 W. Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351 **with the bid or upon request** at no cost to SBBC. **SAMPLES MUST BE LABELED WITH THE BIDDER'S NAME, BID NUMBER AND BID ITEM NUMBER.** SBBC will **REJECT** any bid when samples are not furnished as required. Samples must meet all conditions and specifications in order to be considered for award. (See General Condition 4.)
20. **MODEL NUMBER CORRECTIONS:** If the **model number** for the brand specified on the Bid Summary is: **a) no longer available** and has been replaced with a new updated model with new specifications, the bidder should **submit complete descriptive literature** on the new model number; or **b) incorrect, the corrected model number should be noted** on the Bid Summary Sheet, in the space provided.

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, SPECIAL CONDITIONS (Continued)

21. **DISCONTINUED ITEM:** If a bid item is discontinued by the manufacturer during the period of award and the bid item is not available from either the vendor's or manufacturer's inventory, then the vendor shall advise the Purchasing Department in writing of non-availability of the bid item and shall include complete descriptive, technical literature on the item offered to replace the discontinued bid item and, upon written approval, shall furnish the replacement item at the same firm price offered for the original bid item or at a lower price during the remainder of the period of award. Samples of replacement items, if required, must be supplied for evaluation by the appropriate School Board staff. SBBC shall not be held liable for any damages incurred to the product during evaluation.
22. **MATERIAL SAFETY DATA SHEETS (MSDS):** Awardee, as a result of award of this bid, delivering any toxic substances, as defined in Florida Statute Chapter 1013.49 or as amended, shall furnish to the Supply Management and Logistics Department or Risk Management Department, a Material Safety Data Sheet (MSDS) as detailed below. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. The District reserves the right to reject the use any product from the awarded vendor's catalog for the term of the contract. **The material safety data sheet shall be provided with initial shipment to the "ship-to" location as stated on the purchase order and shall be revised on a timely basis, as appropriate.** Failure to ship an MSDS with initial shipment may result in rejection of shipment or delay in payment.

The MSDS must include the following information in English:

- A. The chemical name and the common name of the toxic substance, where applicable.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Supervisor of Risk Management, 7770 W. Oakland Park Boulevard, Room 206, Sunrise, Florida 33351, 954-765-8864.

VENDOR NAME: _____
CH/lr

**SINGLE FIXED
PERCENTAGE
DISCOUNT OFFERED**

NOTE: Bid Item 2A and 2B will be shipped to the Central Warehouse, 3800 N. W. 10 Avenue, Ft. Lauderdale, Florida 33309.

		ESTIMATED ANNUAL <u>USAGE</u>	UNIT <u>PRICE</u>	TOTAL <u>COST</u>
<u>ITEM 2:</u>	<u>(TO BE AWARDED AS A GROUP)</u>			
A.	(WHSE 270840001) (W15030) Alcohol. Minimum seventy percent (70%) Isopropyl, clinic type. 16 ounces - 1 pint. Plastic bottle. Ordering cost will be determined by taking the cost per ounce times the number of ounces per bottle. Approved Brands: Diamond or other brands meeting bid specifications. <u>MSDS REQUIRED</u>			
	Brand Offered: _____	100,000 Ounces	\$ _____ /oz	\$ _____
	Model/Stock Number Offered: _____			
	Number of ounces per bottle: _____			
	Minimum Shipment (bottles): _____ (must not exceed 1000 bottles)			

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
---------------------------------------	-----------------------	-----------------------

ITEM 2 (Continued):

B. (WHSE 270840004) (W15080)
Hydrogen Peroxide.
16 ounce bottle - 1 pint. Plastic bottle. Ordering cost
will be determined by taking the cost per ounce times
the number of ounces per bottle.
**Approved Brands: Diamond or other brands
meeting bid specifications.**
MSDS REQUIRED

Brand Offered: _____ 25,600 Ounces \$ _____ /oz \$ _____

Model/Stock Number Offered: _____

Number of ounces per bottle: _____

Minimum Shipment (bottles): _____
(must not exceed 300 bottles)

TOTAL BID ITEM 2 (A -and B inclusive) \$

Delivery: _____ Days (ARO)

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

NOTE: Bid Items 3 – 13 will be shipped to various SBBC schools, departments and centers within Broward County, Florida.

<u>ESTIMATED</u>	<u>UNIT</u>	<u>TOTAL</u>
<u>ANNUAL</u>	<u>PRICE</u>	<u>COST</u>
<u>USAGE</u>		

ITEM 3: (ZZZZ 780720001) **Physician Scale with Balance Beam.**
Measurement in pounds, with height bar. Platform size: minimum 10" x 14". Scale height: minimum 57". Balance beam 350 pounds x 4-ounce capacity. Height Rod: 30" to 78". **Minimum Shipment must not exceed one each.**
Approved Brands: Detecto Model 439 or other brands meeting bid specifications.

Manufacturer/Brand: _____ 50 Each \$ _____ /ea \$ _____

Model/Stock Number: _____

Delivery: _____ (days ARO)

ITEM 4: **(TO BE AWARDED AS A GROUP)**

A. (ZZZZ 475090015)
Adhesive Tape, ½" x 10 yards, Porous.
Adhesive tape with linear porosity for maximum breathability. High tensile strength. Individually wrapped. **Minimum shipment must not exceed one case.** 288 rolls per case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per roll times the number of rolls per case.
Approved Brands: Johnson & Johnson "Zonas" Model 5103, American White Cross Model 2603, Tyco (Kendall) Model 2304, AMD RITMED Medicom Model A5105 or other brands meeting bid specifications.

Manufacturer/Brand: _____ 10,080 Rolls \$ _____ /roll \$ _____

Model/Stock Number: _____

Delivery: _____ (days ARO)

Number of rolls per box: _____

Number of boxes per case: _____

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

<u>ITEM 4 (Continued):</u>	<u>(TO BE AWARDED AS A GROUP)</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
B.	<p>(ZZZZ 475090016) Adhesive Tape, 1-1/2" X 10 yard, Porous. Adhesive tape with linear porosity for maximum breathability. High tensile strength. Individually wrapped. 96 rolls per case. Minimum shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per roll times the number of rolls per case. Approved Brands: Johnson & Johnson "Zonas" Model 5105, American White Cross Model 2613, Tyco (Kendall) Model 3027 or other brands meeting bid specifications.</p> <p>Brand Offered: _____ 1,920 Rolls \$_____ /roll \$_____</p> <p>Model/Stock Number: _____</p> <p>Delivery: _____ (days ARO)</p> <p>Number of rolls per box: _____</p> <p>Number of boxes per case: _____</p>			
C.	<p>(ZZZZ 475090017) Adhesive Tape, 2" X 10 yard, Porous. Adhesive tape with linear porosity for maximum breathability. High tensile strength. Individually wrapped. 72 rolls per case. Minimum shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per roll times the number of rolls per case. Approved Brands: Johnson & Johnson "Zonas" Model 5106, Tyco (Kendall) Model 3267, AMD RITMED Medicom Model A5120 or other brands meeting bid specifications</p> <p>Brand Offered: _____ 216 Rolls \$_____ /roll \$_____</p> <p>Model/Stock Number: _____</p> <p>Delivery: _____ (days ARO)</p> <p>Number of rolls per box: _____</p> <p>Number of boxes per case: _____</p>			

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

<u>ITEM 4 (Continued): (TO BE AWARDED AS A GROUP)</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<p>D. (ZZZZ 475090018) Gauze Bandages, Elastic. Non-sterile, 1" x minimum 4 yards. One ply cotton/polyester blend for securing dressings, IV's and splints. Stretches to compress or support, conforms and self-adheres. Individually wrapped. 96 rolls per case. Minimum shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per roll times the number of rolls per case. Approved Brands: Johnson & Johnson "Kling" Model 6901, Tyco (Kendall) Model 2239, Conco Medical Model 2510 or other brands meeting bid specifications.</p>	2,688 Rolls	\$_____ /roll \$_____	
Manufacturer/Brand: _____			
Model/Stock Number: _____			
Delivery: _____ (days ARO)			
Number of bandages per bag: _____			
Number of bags per case: _____			
<p>E. (ZZZZ 475090019) Gauze Bandages, Elastic. Non-sterile, 2" x minimum 4 yards. One ply cotton/polyester blend for securing dressings, IV's and splints. Stretches to compress or support, conforms and self-adheres. Individually wrapped. 96 rolls per case. Minimum Shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per roll times the number of rolls per case. Approved Brands: Johnson & Johnson "Kling" Model 6902, Tyco (Kendall) Model 2242, Dynarex Model 3102, AMD RITMED Medicom Model 205 or other brands meeting bid specifications.</p>	960 Rolls	\$_____ /roll \$_____	
Brand Offered: _____			
Model/Stock Number: _____			
Delivery: _____ (days ARO)			
Number of bandages per bag: _____			
Number of bags per case: _____			

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

<u>ITEM 4 (Continued): (TO BE AWARDED AS A GROUP)</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<p>F. (ZZZZ 475090020) Gauze Squares, 3" x 3" Sterile. 20" x 12" mesh, 12-ply cotton, individually wrapped. 2,400 squares per case. Minimum Shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per roll times the number of rolls per case. Approved Brands: Johnson & Johnson "Steri-Pad" Model 8516, Dukal Model 6312, Dynarex Model 3353, AMD RITMED Medicom Model 3312 or other brands meeting bid specifications.</p> <p>Brand Offered: _____ 24,000 Each \$_____ /ea \$_____</p> <p>Model/Stock Number: _____</p> <p>Delivery: _____ (days ARO)</p> <p>Number of gauze squares per box: _____</p> <p>Number of boxes per case: _____</p>			
<p>G. (ZZZZ 475090021) Gauze Squares, 2" x 2" Sterile. 20" x 12" mesh, 12-ply cotton, individually wrapped. 2400 squares per case. Minimum Shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per roll times the number of rolls per case. Approved Brands: Johnson & Johnson "Steri-Pad" Model 8513, Dynarex Model 3352, AMD RITMED Medicom Model 2212 or other brands meeting bid specifications.</p> <p>Brand Offered: _____ 84,000 Each \$_____ /ea \$_____</p> <p>Model/Stock Number: _____</p> <p>Delivery: _____ (days ARO)</p> <p>Number of gauze squares per box: _____</p> <p>Number of boxes per case: _____</p>			

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

<u>ITEM 4 (Continued): (TO BE AWARDED AS A GROUP)</u>		<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
H.	<p>(ZZZZ 475090022) Gauze Squares, 4" x 4" Sterile. 20" x 12" mesh, 12-ply cotton, individually wrapped. 1,200 squares per case. Minimum Shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per roll times the number of rolls per case. Approved Brands: Johnson & Johnson "Steri-Pad" Model 8519, Dukac Model 6412, Dynarex Model 3354, AMD RITMED Medicom Model 4412 or other brands meeting bid specifications.</p> <p>Manufacturer/Brand Offered: _____ 48,000 Each \$ _____ /ea \$ _____</p> <p>Model/Stock Number: _____</p> <p>Delivery: _____ (days ARO)</p> <p>Number of gauze squares per box: _____</p> <p>Number of boxes per case: _____</p>			
TOTAL BID ITEM 4 (A - H inclusive)			\$	_____

ITEM 5: (TO BE AWARDED AS A GROUP)

A.	<p>(ZZZZ 475090009) Plastic Strips (Band-Aids) 3/4" x 3", air-ventilated vinyl film backing, non-stick cushion pad, sterile, 100 per box. Orders will be made in full box quantities. Order cost will be determined by taking the cost per band-aid (each) times the number of band-aids per box. Minimum shipment must not exceed five boxes. Approved Brands: Johnson & Johnson "Band-Aid" Model 5634, Curad Model CB34, Dynarex Model 3601, GMP Company "QuikStrip" Model 80023 or other brands meeting bid specifications.</p> <p>Manufacturer/Brand: _____ 550,000 Each \$ _____ /ea \$ _____</p> <p>Model/Stock Number: _____</p> <p>Delivery: _____ (days ARO)</p> <p>Number of band-aids per box*: _____</p> <p>*A box is not a case but an individual package</p>			
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VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

ITEM 5 (Continued):	(TO BE AWARDED AS A GROUP)	ESTIMATED ANNUAL USAGE	UNIT PRICE	TOTAL COST
B.	<p>(ZZZZ 475090010) Plastic Strips (Band Aids). 1" x 3", air-ventilated vinyl film backing, non-stick cushion pad, sterile, 100 per box. . Orders will be made in full box quantities. Order cost will be determined by taking the cost per band-aid (each) times the number of band-aids per box. Minimum Shipment must not exceed five boxes. Approved Brands: Johnson & Johnson "Band-Aid" Model 5644, Curad CB13, Dynarex Model 3602, GMP Company "QwikStrip" Model 80024 or other brands meeting bid specifications.</p>			
	Brand Offered: _____	620,000 Each	\$ _____ /ea	\$ _____
	Model/Stock Number: _____			
	Delivery: _____ (days ARO)			
	Number of band-aids per box*: _____			
	*A box is not a case but an individual package.			
TOTAL BID ITEM 5 (A and B inclusive)				\$ _____

ITEM 6: (ZZZZ 475090023) **Bandage, Triangle.**
 Non-sterile, strong muslin. Packed individually with two safety pins. Orders will be made in full case quantities. Order cost will be determined by taking the cost per bandage (each) times the number of bandages per case. **Minimum Shipment must not exceed one case.**
Approved Brands: Johnson & Johnson Model 8068, Dynarex Model 3680, AMD RITMED Model 5460 or other brands meeting bid specifications.

Brand Offered: _____ 720 Each \$ _____ /ea \$ _____

Model/Stock Number: _____

Delivery: _____ (days ARO)

Number of bandages per box: _____

Number of boxes per case: _____

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>ITEM 7:</u> (ZZZZ 475090013) Elastic Wrap Bandage. 2" x 5 yards (stretched), 10-12 per box. 50 bandages per case. Minimum shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per band-aid (each) times the number of band-aids per case. Approved Brands: Dynarex Model 3652 or other brands meeting bid specifications.			
Brand Offered: _____	2,750 Each	\$ _____ /ea	\$ _____
Model/Stock Number: _____			
Delivery: _____ (days ARO)			
Number of bandages per box: _____			
Number of boxes per case: _____			

ITEM 8: **TO BE AWARDED AS A GROUP**

A. (ZZZZ 475270005) **Applicators, 3" with Cotton Tip.**
Non-sterile, Wood stick tipped with soft white cotton. 10,000 applicators per case. **Minimum shipment must not exceed one case.** Orders will be made in full case quantities. Order cost will be determined by taking the cost per applicator (each) times the number of applicators per case.
Approved Brands: Dynarex Model 4301 or other brands meeting bid specifications.

Manufacturer/Brand Offered: _____	300,000 Each	\$ _____ /ea	\$ _____
Model/Stock Number: _____			
Delivery: _____ (days ARO)			
Number of applicators per box: _____			
Numbers of boxes per case: _____			

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

<u>ITEM 8 (Continued):</u>	<u>(TO BE AWARDED AS A GROUP)</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
B.	<p>(ZZZZ 475270006) Cotton Balls. Non-sterile. 4,000 cotton balls per case. Minimum shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per cotton ball (each) times the number of cotton balls per case. Approved Brands: Dynarex Model 3170 or other brands meeting bid specifications.</p> <p>Manufacturer/Brand Offered: _____ 620,000 Each \$ _____ /ea \$ _____</p> <p>Model/Stock Number: _____</p> <p>Delivery: _____ (days ARO)</p> <p>Number of cotton balls per box: _____</p> <p>Number of boxes per case: _____</p>			
C.	<p>(ZZZZ 475670005) Safety Pins, Size 2 or 3. Heavy nickel plated steel, non-rusting, secure safety catch. One gross (144) per bag. 14,400 pins per case. Minimum shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per safety pin (each) times the number of safety pins per case. Approved Brands: Graham-Field 3038 or 3039 or other brands meeting bid specifications.</p> <p>Manufacturer/Brand Offered: _____ 504,000 Each \$ _____ /ea \$ _____</p> <p>Model/Stock Number: _____</p> <p>Delivery: _____ (days ARO)</p> <p>Number of safety pins per box: _____</p> <p>Number of bags per case: _____</p>			

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

<u>ITEM 8 (Continued):</u>	<u>(TO BE AWARDED AS A GROUP)</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
D.	<p>(ZZZZ 475640005) Facial Tissues. Minimum 8" x 8", two ply. Box to have plastic sanitary tissue guard. 3,000 sheets per case. Minimum shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per tissue (each) times the number of tissues per case. Approved Brands: Kimberly Clark Model 21400, Marcal Model 0039, American Tissue or other brands meeting bid specifications.</p>	4,000,000 Sheets	\$_____ /sht	\$_____
	Manufacturer/Brand Offered: _____			
	Model/Stock Number: _____			
	Delivery: _____(days ARO)			
	Number of sheets per dispensing box: _____			
	Number of boxes per case: _____			
E.	<p>(ZZZZ 475670006) Tongue Blades, Minimum 5". Wooden tongue depressors, non-sterile, unwrapped. 5,000 blades per case. Minimum shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per blade (each) times the number of blades per case. Approved Brands: Graham-Field Model 1595, Dynarex Model 4312 or other brands meeting bid specifications.</p>	125,000 Each	\$_____ /ea	\$_____
	Manufacturer/Brand Offered: _____			
	Model/Stock Number: _____			
	Delivery: _____(days ARO)			
	Number of blades per dispensing box: _____			
	Number of boxes per case: _____			
				TOTAL BID ITEM 8 (A through E inclusive) \$_____

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

		<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>ITEM 9:</u>	(ZZZZ 475880001) Scissors, Lister Bandage. 7-1/4" long, stainless steel. Minimum Shipment must not exceed one each. Approved Brands: Sklar Model 11-1072, Prestige Medical Model PM-73, Emergency Medical Products Model 81060 or other brands meeting bid specifications.			
	Manufacturer/Brand Offered: _____	40 Each	\$_____ /ea	\$_____
	Model/Stock Number: _____			
	Delivery: _____(days ARO)			
<u>ITEM 10:</u>	(ZZZZ 475730001) Bottles, Ice/Hot Water. Rubber, 9" diameter, screw cap. Minimum shipment must not exceed one each. Approved Brands: Graham-Field Model HT9008 or other brands meeting bid specifications.			
	Manufacturer/Brand Offered: _____	10 Each	\$_____ /ea	\$_____
	Model/Stock Number: _____			
	Delivery: _____(days ARO)			
<u>ITEM 11:</u>	<u>(TO BE AWARDED AS A GROUP)</u>			
A.	(ZZZZ 475850001) Thermometer, Digital. Auxiliary, Oral, rectal. Precise temperature within 60 seconds. Easy to read digital display. Child safe, unbreakable probe. Peakhold and auto shut-off. Kit includes one desk or wall holder, battery and minimum 50 probe covers. Minimum shipment must not exceed one each. Approved Brands: Steridyne Steritemp "System Fifty (50) Model SSTS-50 or other brands meeting bid specifications.			
	Manufacturer/Brand Offered: _____	250 Each	\$_____ /ea	\$_____
	Model/Stock Number: _____			
	Delivery: _____(days ARO)			

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

<u>ITEM 11: (TO BE AWARDED AS A GROUP)</u>	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<p>B: (ZZZZ 475850002) Thermometer Probe Covers, Disposable. 100 per box. 70mm sheaths. Must be compatible with digital thermometer 11A above. Minimum shipment must not exceed five boxes. Approved Brands: Steridyne Steritemp II 70mm, Sheaths Model ST100-2 or other brands meeting bid specifications.</p>			
Manufacturer/Brand Offered: _____	1,300 Boxes	\$ _____ /bx	\$ _____
Model/Stock Number: _____			
Delivery: _____ (days ARO)			

TOTAL BID ITEM 11 (A and B inclusive) \$ _____

ITEM 12: (ZZZZ 475410013) **Gloves, Examination, Vinyl, Large.**
Non-sterile, pre-powdered, beaded cuff, large.
Packed 100 gloves per box. 1,000 gloves per case.
Minimum shipment must not exceed one case. Orders will be made in full case quantities. Order cost will be determined by taking the cost per glove (each) times the number of gloves per case.
Approved Brands: MediGuard Premium Vinyl Model MVE4002, ATM Profile Model VN1080, Medicom Model 1228C, Medgluv Model MG325, Innovative Model V-300 or other brands meeting bid specifications.

Manufacturer/Brand Offered: _____	17,500 Each	\$ _____ /ea	\$ _____
Model/Stock Number: _____			
Delivery: _____ (days ARO)			
Number of gloves per dispensing box: _____			
Number of boxes per case: _____			

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 4, BID SUMMARY SHEET (Continued)

	<u>ESTIMATED ANNUAL USAGE</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>ITEM 13:</u> (ZZZZ465760001) Alcohol Prep Pads. Individually Wrapped. Medium or large with 70% Isopropyl Alcohol. 2,000 pads per case. Minimum shipment must not exceed one case. Orders will be made in full box quantities. Order cost will be determined by taking the cost per prep pad (each) times the number of prep pads per box. <u>MSDS REQUIRED.</u> Approved Brands: Tyco (Kendall) Model 6818, Dynarex Model 1103, Triad Disposables Model 10-3101 or other brands meeting bid specifications.			
Manufacturer/Brand Offered: _____	1,500,000 Each	\$ _____ /ea	\$ _____
Model/Stock Number: _____			
Delivery: _____ (days ARO)			
Number of pads per box: _____			
Number of boxes per case: _____			

NOTE TO BIDDER: Review General Condition 48 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

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

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 5, BID SUMMARY SHEET (Continued)
ADDITIONAL INFORMATION FOR BID ITEM 1

1. **MINIMUM ORDER:**

If applicable in accordance with Special Condition 19.

\$ _____
(dollar amount)

2. **DELIVERY/FREIGHT:**

It is suggested that all delivery, handling or other costs necessary to complete an order be included in the single fixed percentage discount quoted. Any delivery costs which are additional should be stated in detail below in accordance with Special Condition 9.

3. **PICKUP DISCOUNTED PRICE:**

Indicate **additional** percentage discount if SBBC picks up **MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)** at bidder's location in accordance with Special Condition 9.

_____ %

4. **COMPANY REPRESENTATIVE:**

(See Special Condition 13)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

VENDOR NAME: _____

CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

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

5. **INTERNET BASED CATALOG:**

If applicable in accordance with Special Condition 8.

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

☐ YES ☐ NO

If YES, please answer questions b through d.
If NO, please answer question d.

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

☐ YES ☐ NO

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

http://www_____

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

☐ YES ☐ NO

If YES, how soon? _____
Six months or less _____
Six - 12 months _____
Greater than 12 months _____

VENDOR NAME: _____
CH/lr

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 _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

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

FORM: #4530
3/93

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

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

The insurance policies shall be issued by companies qualified to do business in the State of Florida and grant The School Board of Broward County, Florida thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

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

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

See also General Conditions 13 and 21.

VENDOR NAME: _____
CH/lr

The School Board of Broward County, Florida
MEDICAL SUPPLIES AND EQUIPMENT (CATALOG)

SECTION 6, ATTACHMENT 3

"FUNDING OUT" - TERMINATION - CANCELLATION

Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all Bids/RFPs in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Bid/RFP, and must be agreed to by all bidders:

- The School Board may, during the contract period, terminate or discontinue the items or services covered in this Bid/RFP only at the end of the School Board's then current fiscal year upon 30 days prior written notice to the awardee(s).

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this Bid/RFP from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of all further obligations in any way related to such items or services covered herein".

This completed statement must be included as part of any lease agreement submitted by the awardee. No lease will be considered that does not include this provision for "funding out".

VENDOR NAME: _____
CH/lr

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
Supply Management and Logistics Department
Suite 323
7720 West Oakland Park Boulevard
Sunrise, Florida 33351

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

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____