Document 00200

**Instructions to Bidders**

**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. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at (754) 321-2150 or Teletype Machine TTY (754) 321-2158.**

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

**Cone of Silence:**

**Any vendor or lobbyist for a vendor is prohibited from having any communications concerning this solicitation for a competitive procurement with any School Board Member, the Superintendent of Schools, or any Evaluation Committee Member after the Supply Management & Logistics Department releases the solicitation to the general public. This “Cone of Silence” shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. All communications regarding this solicitation shall be by way of Document 00220 - Bidder’s Request for Information, directed to the designated Construction Purchasing Agent, unless so notified by the Supply Management & Logistics Department. Any vendor or lobbyist who violates this provision shall cause their Bid to be considered not responsive and therefore be ineligible for award.**

**ARTICLE 1 DEFINITIONS**

**1.01 BIDDING AND PROPOSED CONTRACT DOCUMENTS**

A. Bidding Documents include the Bidding Requirements and the Contract Documents. The Bidding Requirements consist of the following primary documents and various other administrative forms and documents associated with them:

|  |  |  |
| --- | --- | --- |
| 1. | **00101** | **Advertisement for Bids** |
| 2. | **00200BDBP-400-04** | **Instructions to Bidders**  **Shop Drawing and Product Approvals and**  **Checklist of Documents Required for Roof Permit** |
| 3. | **00215** | **Application for Bidding Documents** |
| 4. | **00220** | **Bidder’s Request for Information** |
| 5. | **00225** | **Bidder's Substitution Request** |
| 6. | **00300** | **Information Available to Bidders** |
| 7. | **00410** | **Bid Form** |
| 8. | **00420** | **Bid Security Form** |
| 9. | **00425** | **Certificate of Intent** |
| 10. | **00433** | **Subcontractors List** |
| 11. | **00435** | **Schedule of Values** |
| 12. | **00436** | **Schedule of Unit Prices** |
| 13. | **00450** | **Request for Taxpayer Identification Number and Certification** |
| 14. | **00455** | **Background Screening of Contractual Personnel** |
| 15. | **00457** | **Drug-Free Workplace Certification** |
| 16.  17. | **00460**  **00465** | **Trench Act Compliance Statement &** Davis-Bacon Act (see 00007)  **M/WBE Program Requirements** |

B. The proposed Contract Documents consist of the following primary documents and various other administrative forms and documents associated with them:

|  |  |  |
| --- | --- | --- |
| 1. | **00505** | **Notice of Intent to Award** |
| 2. | **00510** | **Notice of Award** |
| 3. | **00520** | **Agreement Form** |
| 4. | **00550** | **Notice to Proceed** |
| 5. | **00600** | **Performance Bond** |
| 6. | **00610** | **Payment Bond** |
| 7. | **00620** | **Subcontractor’s Performance Bond** |
| 8. | **00625** | **Subcontractor’s Payment Bond** |
| 9. | **00630** | **Rider Performance Bond** |
| 10. | **00640** | **General Release and Full Release of Lien** |
| 11. | **00700** | **General Conditions of the Contract** |
| 12. | **00800** | **Supplementary Conditions of the Contract** |
| 13. | **00910** | **Addenda** |
| 14. |  | **Drawings** |
| 15. |  | **Specifications (Divisions 1 through 17)** |

**1.02 DEFINED TERMS**

A. Definitions set forth in Document 00700; General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

B. **Addenda**: Written or graphic instruments issued by the Owner prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

C. **Bid:** A complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

D. **Base Bid**: The sum stated in the Bid for which the Bidder offers to perform the work described in the bidding documents as the base, to which work may be added for sums stated in the Alternate Bids. As such, the Base Bid represents an amount of work which will provide facilities that are complete and usable for the Owner's needs.

E. **Alternates**: An amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Documents that may be added to the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the drawings or the Project Manual. Alternates are listed on the Bid Form, and are numbered in the Owner's priority sequence beginning with number one.

F. **Bid**

**Security**: The bid bond or good faith deposit designated in the Bid, to be furnished by the Bidder as a guaranty of good faith to enter into a Contract with the School Board of Broward County, Florida, if the Contract is awarded to him.

G. **Unit Price:** An amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

H. **Bidder:** A person or entity who submits a Bid.

I. **Sub-bidder**: A person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

J. **Responsible**

**Bidder:** A Bidder having the required qualifications to perform the work set out in the Advertisement for Bids. Responsibility of the Bidder is determined by the Owner's good faith evaluation of whether, in the Owner's opinion, the Bidder possesses the judgment, skill, experience, financial resources, personnel, facilities, equipment, and integrity necessary to perform the Contract.

K. **Non-**

**Responsible**

**Bidder:** A Bidder who, as judged by the Owner, lacks those attributes of a Responsible Bidder necessary to perform the Contract. Default on previous Contracts awarded by The School Board of Broward County, Florida, rulings against the Bidder by the Florida Department of Business and Professional Regulation or the Broward County Central Examining Board (including revocation, suspension, denial or voluntary relinquishment of registration or certification), or previous determinations by The School Board of Broward County, Florida that the Bidder was Non-Responsible on previously submitted Bids may serve as cause for a Bidder to be deemed Non-Responsible. A determination of a Bidder's Non-Responsibility shall apply to the Bidder's company or corporation, parent and subsidiary companies or corporations of the Bidder, or any newly formed or renamed company or corporation formed from the Bidder Company and headed by Principals or Chief Executive Officers of the Non-Responsible Bidder.

L. **Project**

**Consultant:** The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional architects, engineers or other design professionals who has entered into a contract with the Owner to provide professional services for development of the design, bidding and contract documents for the Work of this Project and provide Construction Contract Administration as described in the Project Manual.

M. **Responsive**

**Bid:** One in which the Bidder describes the Work in the same way as it is described in the Advertisement for Bids. The responsiveness of the Bidder is determined by the Owner's evaluation of the Bid's conformance in all material respects to the Advertisement for Bids. If the Bidder has not unequivocally agreed to perform the exact work as reflected in the Bidding Documents, or if the Bidder has either omitted or substituted certain items or failed to properly submit all required Post-Bid Information as required in Article 6 below, the Bid is not responsive and must be rejected. However, minor errors having no significant effect on the Bid may be ignored.

**ARTICLE 2 BIDDER’S REPRESENTATIONS**

**2.01 EXAMINATION OF PROJECT SITE AND BIDDING DOCUMENTS**

A. The Bidder by making a Bid represents that it has:

1. Read and understands the Bidding Documents and the Bid is made in accordance therewith.

2. Read and understands the Bidding Documents and Proposed Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

3. Has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

4. Has based his Bid upon the materials, equipment and systems required by the Bidding Documents without exception.

1. Site Visits

Bidder, if awarded a contract, agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Bidder and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of Bidder or its personnel providing any services under the conditions described in the previous sentence. Bidder will bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Bidder and its personnel. The Parties agree that the failure of Bidder to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Bidder agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in Bidder s failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

Bidder agrees to indemnify and hold harmless Owner, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from Bidder’s failure to comply with the requirement of this Section or Section 1012.32 and Section 1012.465, Florida Statutes in addition to any other indemnification obligations that may be imposed upon Bidder pursuant to Article 38 of the General Conditions and the laws of Florida.

**Individuals not meeting the foregoing requirement shall not visit the site without prior arrangements as indicated in 2.01(B) (1).**

1. Any Bidder or other interested party shall arrange to visit the project site by calling the following office and arranging for a site visit:

|  |  |
| --- | --- |
| Contact Person: |  |
| Position: |  |
| Phone Number: |  |

2. Site visits shall be limited by the Owner to hours during which disruption of office, classroom or other educational activities will be minimized, and, access to student-occupied areas shall not be authorized.

3. Upon arrival at an educational facility, prospective Bidders shall check in at the facility’s main administrative offices.

4. Visitors shall be escorted by school or facility-based staff. Visitors are prohibited from accessing any part of the site or facility without an escort. At no time are Bidders allowed to enter the Owner’s facilities without proper authorization, check-in, and escort.

5. Contact and communication with students is strictly prohibited.

6. Bidders shall not photograph videotape or otherwise record students, faculty or staff members.

7. Bidders shall observe decorum and behavior appropriate to an educational facility. Disruption of educational activities will not be tolerated.

8. School or facility-based personnel are not authorized to interpret, clarify or modify the Bidding Documents.

9. At the conclusion of the site visit, Bidders shall report in to the facility’s main administrative offices, check out and promptly leave the premises.

B. Additional Site Investigations:

1. Bidder’s may request additional access to the project site for conducting more exacting examinations or tests of existing conditions by making a formal written request on **Document 00220, Bidder’s Request for Information (RFI)**, submitted under the provisions of Article 3 below.

2. The Owner will accommodate such requests where possible insofar as the requested activities do not place an unreasonable restriction on the use of the existing facility, a delay in the scheduled bidding process, or have some other detrimental effect on the Owner--as judged by the Owner at its sole discretion.

**2.02 PUBLIC ENTITY CRIMES**

A. Section 287.133(2)(a), Florida Statues, 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 for a period of 36 months from the date of being placed on the convicted vendor list.

B. By submitting a Bid, the Bidder represents that restrictions related to public entity crimes stated in Section 287.133(2) (a), Florida Statues, do not apply to either his own company, or that of his subcontractors or suppliers.

**2.03 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION**

**A. Lower Tier Covered Transactions:** Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and §85.215, Exception provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction. 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 following certification for it and its principals in any proposal submitted in connection with such lower tier covered transactions.

B. **Certification**

a. The prospective lower tier participant (Bidder) 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 (Bidder) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to Document 00410, Bid Form.

**ARTICLE 3 BIDDING DOCUMENTS**

**3.01 COPIES OF BIDDING DOCUMENTS**

A. Bidders and Sub-bidders may obtain complete sets of the Bidding documents at the offices of the:

‘Reprografia’, Division of Thomas Reprographics

801 N. Andrews Ave.

Fort Lauderdale, FL 33311

Hours of Operation: Monday through Friday 8:00 am – 5:00 pm

Phone: (954) 525-0157 Fax: (954) 525-0387

E-MAIL cad@reprografia.com

In the number and for the cost stated on the Advertisement for Bids. The required fee for Bidding Documents is non-refundable.

B. Before receiving plans and specifications, each prospective Bidder and Sub-bidder must fill out the Owner's standard document **00215, Application for Bidding Documents**. This document is available at the above location and is bound within this project manual. The document should be completed and turned in with the non-refundable document fees at the time documents are picked up at the above location.

C. Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Project Consultant assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

1. In making copies of the Bidding Documents available on the above terms, the Owner and the Project Consultant do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.
2. **Bid Specification Protest**

Any person desiring to protest the conditions/specifications in this bid, or any Addendum subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the bid or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this bid, or any Addendum released thereto, from the Supply Management & Logistics Department and given to all bidders by United States mail, express delivery or hand delivery. Receipt of a copy of this bid, or any Addendum released thereto, which is received in accordance with Chapter 119, Florida Statutes, or School Board Policy 1343, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, 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”.

In accordance with Board Policy 3320, VI (n), any person who files a formal written protest 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, an amount equal to one percent (1%) of the School Board’s estimate of the total volume of the contract. The School Board shall provide the estimated contract to the protestant within 72 hours of the notice of protest, excluding Saturdays, Sundays, and other days during which the School Board administration is closed. Failure to file a protest within the time prescribed by Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statues. Bidder shall file a protest, or post the bond or other security required at the Supply Management & Logistics Department, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida, 33351. Section 120.57(3), Florida Statutes, states that the formal written protest shall state with particularity the facts and law upon which the protest is based.

**3.02 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

A. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Owner errors, inconsistencies or ambiguities discovered.

B. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents (or reporting errors, inconsistencies or ambiguities) shall submit Owner's Standard **Document 00220, Bidder’s Request for Information (RFI)** to:

**Supply Management & Logistics Department**

**7720 W. Oakland Park Blvd., Suite 323**

**Sunrise, FL 33351**

**Tel: (754) 321-0505**

**Fax: (754) 321-0534**

C. To be given consideration, all RFIs must be received by the Office of Facilities & Construction's office not later than ten (10) days prior to the date set for receipt of bids.

D. Interpretations, corrections and changes of the Bidding Documents will only be made by written Addendum which will include responses generated on Document 00220, Bidder’s Request for Information (RFI). Interpretations, corrections and changes to the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them. No oral interpretations or clarifications will be made by the Owner, the Project Consultant or any Sub-consultants.

**3.03 PRE-BID MEETINGS**

A. A bidder’s conference has been scheduled for:

|  |  |
| --- | --- |
| **Time:** |  |
| **Date:** |  |
| **Location:** |  |

B. Attendance for those submitting a Bid to The School Board of Broward County, Florida for this project is:

Mandatory

Non-Mandatory

C. All general contract and subcontract Bidders and suppliers are invited.

D. Representatives of the Owner and the Project Consultant will be in attendance.

E. Summarized minutes of this meeting will be circulated to all attendees and all prospective Bidders who have completed Document 00215, Application for Bidding Documents, and paid the non-refundable document fees at the printer. These minutes will not form part of the Contract Documents.

F. Information relevant to the Bidding Documents will be recorded in an Addendum, issued to all prospective Bidders who have completed Document 00215, Application for Bidding Documents, and paid the non-refundable document fees at the printer.

**3.04 SUBSTITUTIONS**

A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Project Consultant at least ten days prior to the date for receipt of Bids.

C. Requests for Substitution: Submit all substitution requests on **Document 00225, Bidder's Substitution Request**. Include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation by both the Owner and the Project Consultant. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder. Substitution requests deemed incomplete or incorrect by the Owner will be disapproved. The Owner's decision, based upon recommendations of the Project Consultant, of approval or disapproval of a proposed substitution shall be final.

D. If the Owner approves a proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner or on any projects.

E. No substitutions will be considered after the Bid Opening except as specifically provided in the Contract Documents.

**3.05 ADDENDA**

A. Addenda will be delivered to the Bidder in accordance with the Bidder’s selected method as indicated by the Bidder in Document 00215, Application for Bidding Documents at the time the Bidder obtained the Bidding Documents. Bidder shall acknowledge receipt of the Addendum by completing Document 00910, Addendum, and returning Document 00910, Addendum to the printer immediately upon receipt of the Addendum.

B. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

C. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall also acknowledge their receipt on Document 00410, Bid Form.

**ARTICLE 4 BIDDING PROCEDURES**

**4.01 FORM AND STYLE OF BIDS**

A. Bids shall be submitted on forms identical to **Document 00410, Bid Form**, and other standard forms included with the Bidding Documents. The Bid shall be comprised of one (1) original fully executed Document 00410, Bid Form and one (1) original of each of the other required documents. The following documents are required to be submitted with the Bid:

1. **00410, Bid Form**
2. **00420, Bid Security Form**
3. **00433, Subcontractors List (Also required as Post-Award Submittal):** Names of all Subcontractors; and; principal suppliers and fabricators, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work. The Owner's relationship to Subcontractors shall be as specified in Document 00700, General Conditions of the Contract.
4. **00436, Schedule of Unit Prices** *Editor Note: If not required, edit out 10, 200, 410, 1270.*
5. **00450, Request for Taxpayer Identification Number and Certification Form, Page One (1)**
6. **00457, Drug-Free Workplace Certification**
7. **00460, Trench Act Statement**
8. **Davis-Bacon Act (See Section 00007)**
9. **00470, 00475, 00480, M/WBE Program Requirements (Document 00465)**

B. All blanks on the Bid Form and other Owner standard documents shall be filled in by typewriter or manually in ink.

C. As indicated on the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

D. Corrections and erasures made by a Bidder on the Bid Form must be initialed by the signer of the Bid. With the exception of providing required information, Bidders are not permitted to alter the contents of the Bid Form as published in the Project Manual to limit, expand or otherwise modify the scope of the Work or the relationships between the Parties to the Contract as described by the Bidding Documents.

E. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

F. All requested Unit Prices shall be bid.

G. The Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. Where a firm or corporation submits a bid, the Bid Form shall be signed with the full name of the officer or officers of the corporation authorized in its bylaws, in addition to the firm or corporation signature, with official corporate seal affixed thereto and the address of such firm or corporation and of such officer thereof must be given. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

H. Registration and Certification

1. In accordance with Chapter 489, of the Florida Statutes, any Bid submitted for construction, improvement, remodeling or repair of public buildings shall be from a Bidder holding an appropriate certificate or registration issued by the Florida Construction Industry Licensing Board.

2. Bidders are required to include their registration number and certificate number in the designated place on page 4 of the Bid Form.

3. Bidders who do not have a certification from the Florida Construction Industry Licensing Board shall include on the Bid Form their Broward County certification number.

4. The definitions below are from Chapter 489 of the Florida Statutes for the bidder’s information:

a. **CERTIFICATE**, means a certificate of competency issued by the department as provided in this act.

b. **CERTIFIED CONTRACTOR**, means any contractor who possesses a certificate of competency issued by the department and who may contract in any jurisdiction in the state without being required to fulfill the competency requirements of that jurisdiction.

c. **REGISTRATION** means registration with the department as provided in this act.

d. **REGISTRATION CONTRACTOR**, means any contractor who has registered with the department pursuant to fulfilling the competency requirements in the jurisdiction for which the registration is issued. Registered contractor may contract only in these areas.

e. **CERTIFICATION** means the act of obtaining or holding a certificate of competency from the department as provided in this act.

5. Chapter 489 of the Florida Statutes and Broward County Ordinance 90-45 requires that Contractors and Subcontractors hold a valid Certificate of Competency in Broward County or an active Florida Certification. The successful Bidder will be required to comply with the requirements contained in the proposed contract documents for Workforce Composition and substantiation of licenses.

I. Each Bidder is required to submit Unit Price information as required on **Document 00436, Schedule of Unit Prices**. Unit prices are quoted on Document 00436 will be utilized by the Owner as the basis for pricing possible future additions to or deletions from the Work. **Unit prices quoted on Document 00436, Schedule of Unit Prices will not form part of the basis for award of the Contract. Bidders must provide pricing information for all requested unit prices on Document 00436.**

1. **Unless specific Unit Prices are indicated on Document 00436, Schedule of Unit Prices by the Owner, Unit Price information provided by the Bidder shall not be administered under the Contract.**

K. Each Bidder will be required to comply with Section 287.087, Florida Statutes, on Drug-Free Workplace, which requires executing the sworn statement found on **Document 00457, Drug-Free Workplace Certification**. This statement shall be signed and notarized and submitted with the Bid.

1. Each Bidder will be required to comply with Chapter 90-96 of the Laws of Florida (The Trench Safety Act) and OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. Each Bidder shall submit with its Bid a completed, signed and notarized copy of **Document 00460, Trench Act Compliance Statement**.

**4.02 BID SECURITY (Bid Bond)**

A. As stipulated in the Advertisement for Bids, each Bid shall be accompanied by a bid security in the form and amount required, pledging that the Bidder shall enter into a Contract with the Owner on the terms stated on the Bid Form and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. Should the Bidder refuse to enter into such a contract or fail to furnish such bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

B. The U. S. Treasury Department approved bonding companies, to be acceptable to the Owner, will be limited in bonding ability to the current U. S. Treasury Department standing for net limit on any one risk. All Bonding Companies shall issue bonds on the Owner's standard Document **00420**, **Bid Security Form** provided in the Bidding Documents. **Bid Bonds issued on any form, other than those provided herein, will not be acceptable. No bids will be considered unless accompanied by the required bid security.**

C. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

D. The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

E. Bid securities will be returned to unsuccessful Bidders within fifteen (15) days following the award of the Contract and that of the successful Bidder upon the execution of the Contract.

**4.03 SUBMISSION OF BIDS**

A. The Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to:

**The School Board of Broward County, Florida**

**c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

and shall be identified with the Project name, the Bidder's name and address, and the clearly marked notation "SEALED BID ENCLOSED.” If the Bid is sent by mail or other delivery service, the sealed envelope shall be enclosed in a separate mailing envelope with the clearly marked notation "SEALED BID ENCLOSED" in large letters on the face thereof.

B. Bids shall be delivered to the address listed above prior to the time and date for receipt of Bids. Bids will be opened immediately after the time for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

C. The Bidder shall assume full responsibility for timely delivery of Bids. Bids submitted by mail or delivery service should be sent only by registered mail or by means whereby the Bidder receives positive notification of delivery to the address in **4.03.A** above.

D. Oral, telephonic, faxed, or telegraphic Bids are invalid and will not receive consideration.

**4.04 MODIFICATION OR WITHDRAWAL OF BID**

A. A Bid may not be modified, withdrawn or canceled by the Bidder unless the Bidder makes his request in writing to:

**The Superintendent of Schools**

**The School Board of Broward County, Florida**

**c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

Prior to the time and date set for opening of bids, and the request for withdrawal is approved by The School Board of Broward County, Florida. Bidders must ensure that their request for withdrawal of bid is received prior to the time and date set for the opening of bids.

B. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders. Bid securities accompanying a resubmitted Bid, shall be in an amount sufficient for the Bid as modified and resubmitted.

1. Bid proposals may be withdrawn if The School Board of Broward County, Florida, fails to accept the Bid within sixty (60) calendar days after the date fixed for opening bids.

**ARTICLE 5 CONSIDERATIONS OF BIDS**

**5.01 OPENING OF BIDS**

A. Properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids will be made available to Bidders.

B. Special Accommodation:

1. Any person requiring a special accommodation at the bid opening because of a disability should call the Supply Management & Logistics Department at (754) 321- 0505 prior to the bid opening. If you are hearing or speech impaired, please contact the Supply Management & Logistics Department by using the Florida Relay Service which can be reached at 1-800-955-8771 (TDD).

2. When calling the Supply Management & Logistics Department, inform the receptionist that you or member of your company requires special accommodation for the disabled and provide the following information for that individual:

a. Name

b. Company Name

c. Telephone Number

d. TDD Telephone Number

e. Project or RFP Number

f. Description of the Special Accommodation required.

**5.02 POSTING OF BIDS**

A. Notice of intent to award or reject bids shall be posted at the Supply Management & Logistics Department with recommendations reflecting the lowest responsive bidder meeting specifications, terms and conditions.

B. Recommendation and tabulation will be posted seven (7) days after the bid date by 4:30 p.m. in the Supply Management & Logistics Department located at:

**Supply Management & Logistics Department**

**c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

C. The bid tabulation with the recommendation will remain on display at the Supply Management & Logistics Department for no less than 72 hours. Any Bidder objecting to such action must comply with Florida Statutes, Chapter 120.57(3). In accordance with Board Policy 3320, VI (n), any person who files a formal written protest 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, an amount equal to one percent (1%) of the School Board’s estimate of the total volume of the contract. The School Board shall provide the estimated contract to the protestant within 72 hours of the notice of protest, excluding Saturdays, Sundays, and other days during which the School Board administration is closed. Failure to file a protest within the time prescribed by Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statues. Bidder shall file a protest, or post the bond or other security required at the Supply Management & Logistics Department, 7720 W. Oakland Park Blvd., Suite 323, Sunrise, Florida, 33351. Section 120.57(3), Florida Statutes, states that the formal written protest shall state with particularity the facts and law upon which the protest is based.

D. The method of computing time in which to file a notice of protest and a formal written protest is as follows:

1. Notice of Protest - If the 72 hours expires on a Saturday, Sunday, or holiday observed by the Owner, the notice of protest must be received by the same hour on the Owner’s next working day.

2. Formal Written Protest - Formal written protests must be received by the Owner not later than 10 days after filing of a Notice of Protest. If the 10th day falls on a Saturday, Sunday or holiday observed by the Owner, the formal written protest must be received by 4:30 p.m. on the Owner’s next working day. For the method of computing the 10 days in which a person has to file a formal written protest after the Notice of Protest is received by the appropriate director's office, the day that the notice of protest is received is not considered one of the ten days.

**5.03 REJECTION OF BIDS AND IRREGULAR PROPOSALS**

A. Before acting on the Bids, the Owner may require a Bidder to furnish any data necessary, including that required in the Articles below, to determine beyond a reasonable doubt that the Bidder is Responsible and fully qualified to perform the contract.

B. In the event of irregularity in the bidding procedure, the Owner reserves the right to reject an unopened Bid, or receive and record it, if in the Owner's best judgment such action accrues to the best interest of The School Board of Broward County, Florida. Receiving and recording a Bid does not constitute a waiver of irregularities by the Owner.

C. The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security, good faith deposit, or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete, irregular or otherwise non-Responsive. The Owner may waive any formality in the bid requirements and/or award or not award the contract in the best interests of The School Board of Broward County, Florida.

D. Non-Responsible Bidders: The Owner shall have the right to reject Bids from Bidders whom the Owner has determined to be Non- Responsible. A Bidder determined to be Non-Responsible shall be prohibited from bidding or receiving Contracts for any future work for The School Board of Broward County, Florida until the Owner, upon the Bidder’s application, declares the Bidder once again responsible.

E. Only one Bid from an individual, firm or partnership, or corporation under the same or different names will be considered.

F. Should it appear to the Owner that any Bidder is interested in more than one Bid for the work contemplated, all Bids in which such Bidder is interested will be rejected.

G. Should there be any reasonable grounds for the Owner to believe that a collusion or combination exists between Bidders, all Bids shall be rejected and all such Bidders, or participants in such combination or collusion will be determined to be Non-Responsible and not eligible for bidding on or receiving future Contracts with The School Board of Broward County, Florida.

**5.04 ACCEPTANCE OF BID (BASIS FOR AWARD)**

A. No award will be binding upon the Owner until the Contract has been executed.

B. It is the intent of the Owner to award a Contract to the Responsible Bidder submitting the lowest Responsive Bid in accordance with the requirements of the Bidding Documents, within the funds available.

C. Additional funds may be added to this project in order to award a contract if the lowest responsive Bid exceeds the available funds. The lowest Responsible Bidder (and the sequential order of the next lowest Bidders) will be established through an evaluation of the combined prices for the Base Bid and Alternates. Alternates quoted on the Bid Form will be accepted or rejected at the Owner's option. Alternates awarded will be awarded in the priority sequence to match project funding. Accepted Alternates will be identified in the Owner-Contractor Agreement. Alternates listed in the Bidding Documents may be accepted at any time after the contract award by Change Order provided the Contractor remains the low bidder on the combination of the Base Bid and the alternates selected.

**ARTICLE 6 POST-BID INFORMATION**

**6.01 CONTRACTUAL STATUS OF POST-BID INFORMATION**

A. Post bid information shall become a part of the Contract upon its approval by the Owner.

**6.02 SUBMITTALS**

NOT USED

**ARTICLE 7 AWARD OF CONTRACT**

**7.01 NOTICE OF INTENT TO AWARD and NOTICE OF AWARD**

A. Upon receipt and approval of the apparent low Bidder’s post-bid information (M/WBE program requirements) and the recommendation for award by the Director of Supply Management & Logistics, the Superintendent of Schools will submit a recommendation for Award of the Contract to The School Board of Broward County, Florida.

B. **Document 00505, Notice of Intent to Award** will be issued upon authorization by the Director of Supply Management & Logistics to recommend award to the Superintendent and Board. The Notice of Intent of Award is issued in order to provide the bidder with the opportunity to commence execution of the various post-award documents.

C. Upon the School Board of Broward County, Florida’s action to approve award of the Contract, the Owner will issue **Document 00510, Notice of Award**. Document 00510 will have instructions concerning the successful Bidder’s execution of the Contract, and instructions to submit bonds, certificates of insurance and other items of post-award information as delineated in the Articles below.

**7.02 FAILURE TO EXECUTE CONTRACT**

A. Failure to execute the Contract within **twenty (20)** calendar days from the date of the notification of the award **(Document 00510, Notice of Award)** shall be just cause and the Owner may reduce the Time for Contractor’s Performance specified in Document 00520, Agreement Form, Article 4.03.01, or, annul and void the award and declare forfeiture of the bid security or good faith deposit in liquidation of all damages sustained.

**ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**8.01 FORM TO BE USED**

A. The Agreement for the Work will be written on the Owner's standard document **00520, Agreement Form**, a sample copy of which is provided in the Bidding Documents.

**ARTICLE 9 PERFORMANCE AND PAYMENT BONDS**

**9.01 BOND REQUIREMENTS**

A. The successful Bidder shall enter into a formal Contract and furnish satisfactory performance and payment bonds, with a corporate surety authorized to do business in the State of Florida and acceptable to the Owner, within twenty (20) calendar days after notice of the award. The respective performance and payment bonds shall be conditioned well and truly to perform the Contract and to pay all bills and invoices for labor done and materials furnished in the performance of the work, including guarantee period of one year against faulty work, and be on the forms as provided by the Owner.

B. All bonds must be executed under corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or an attorney-in-fact. The Owner requires the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

C. In case of default on the part of the Contractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including legal services, shall lie against the bond.

D. The U. S. Treasury Department approved bonding companies, to be acceptable to the Owner, will be limited in bonding ability to the current U. S. Treasury Department standing for net limit on any one risk. All Bonding Companies shall issue bonds on the Owner's standard Documents **00600**, **Performance Bond Form** ,**00610**, **Payment Bond Form and 00630, Rider Performance Bond** provided in the Bidding Documents. Performance and Payment Bonds issued on any form, other than those provided herein, will not be acceptable .

**ARTICLE 10 INSURANCE CERTIFICATES**

**10.01 SUBMITTAL REQUIREMENTS**

A. The successful Bidder shall submit proof of insurance in the form of a Certificate of Insurance completed and signed by the insurance carrier’s Authorized Florida Agent. This certificate shall be dated and shall:

1. Show the name of the insured Contractor, the specific project-by-project name and project number, its effective date, and its termination date.

2. Include a statement that the Insurer will mail notice to the Owner and copy to the Project Consultant at least 15 days prior to any material changes in provisions or cancellation of the policy.

3. Be compliant with Document 00700, General Conditions of the Contract, Article 42.

**10.02 INSURANCE REQUIREMENTS**

A. Insurance requirements are specified within **Document 00520, Agreement Form** and in **Document 00700, General Conditions of the Contract.**

**ARTICLE 11 POST-AWARD INFORMATION**

**11.01 CONTRACTUAL STATUS OF POST-AWARD INFORMATION**

A. Post-Award information shall become a part of the Contract upon its approval by the Owner.

B. Failure to provide Post-Award information within twenty (20) consecutive calendar days from receipt of Document 00510, Notice of Award shall be just cause and the Owner may reduce the Time for Contractor’s Performance specified in Document 00520, Agreement Form, Article 4.03.01, or, annul and void the award and declare forfeiture of the bid security or good faith deposit in liquidation of all damages sustained. No extension of the Contract Time specified in Document 00520, Agreement Form, Article 4, Time for Contractor’s Performance, shall be approved for delays resulting from the Contractor’s failure to submit Post Award documents in accordance with this provision.

**11.02 SUBMITTALS**

A. The apparent low Bidder shall, within twenty (20) consecutive calendar days after receipt of the Notice of Award Letter (Document 00510) for the award of a Contract, furnish to the Owner in writing:

1. Document **00425: Certificate of Intent:** A notarized certification of the work to be performed with the Bidder's own forces indicated by a percentage of the Bid Price;

2. **Document 00433, Subcontractors List (Also required with Bid):** Names of all Subcontractors; and; principal suppliers and fabricators, persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work. The Owner's relationship to Subcontractors shall be as specified in Document 00700, General Conditions of the Contract.

3. **Subcontractor's Bonds:** Proof, in the form of copies of properly executed bond forms attached to Document 00433, Subcontractors List, that the following major subcontractors:

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

***NOTE TO SPECIFIER: Confirm exact list of required subcontractor bonds and list below. Coordinate in Document 00700, Article 17.***

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

a. HVAC/Mechanical

b. Electrical

c. Plumbing

d. Roofing

e. Shell and Concrete

Have furnished a performance bond and a payment bond to the Contractor with a corporate surety authorized to do business in the State of Florida and acceptable to the Owner. The respective performance and payment bonds shall be:

a. Conditioned well and truly to perform the Subcontract and to pay all bills and invoices for labor done and materials furnished in the performance of the work, including guarantee period of one year against faulty work.

b. Be on the forms as provided by the Owner.

c. Executed under corporate seal of the surety and countersigned on the part of the surety by a qualified resident agent of the company or an attorney-in-fact. The Owner requires the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

d. In case of default on the part of the Subcontractor, actions for all expenses incident to ascertaining and collecting losses under the bond, including legal services, shall lie against the bond.

e. Bonding companies acceptable to the Owner are U. S. Treasury Department approved bonding companies, and limited in bonding ability to the current U. S. Treasury Department standing for net limit on any one risk.

f. If the value of a subcontract listed above is below $200,000, the Subcontractor Bonding requirement for that respective subcontract may be waived by the Owner, at its sole discretion, for M/WBE Subcontractors participating in the Owner’s M/WBE Subcontractor Programs as described elsewhere in the Contract Documents.

4. **Construction Schedule:** A schedule of operations giving the date that each part and branch of the Work will be started and finished. Finish date must coincide with the Date of Substantial Completion as indicated in the Bidding Documents. Format and content shall be as defined in Document 00700, General Conditions of the Contract and specification Section 01320, and Construction Progress Documentation.

5. **Document 00435,** **Schedule of Values**: A detailed cost breakdown showing the estimated quantities and costs of each operation involved in the Work.

1. **Estimated Progress Payment Forecast**: A schedule showing all monthly estimated cash flow progress payment forecasts required for the time (calendar days) allowed for completion of the Work. The Bidder shall follow the schedule of values format for the monthly forecasts. Recording and tracking the actual monthly progress payment amounts against the forecasted payment amounts will provide the Contractor and the Owner a current early warning system to identify schedule problems before they become major issues and require the Contractor to implement a plan of action to correct the situation.
2. **Document 00450, Request for Taxpayer Identification Number and Certification**
3. **Document 00455,** **Background Screening of Contractual Personnel**

C. Submitted Construction Schedule and Document 00435; Schedule of Values will form the basis for all subsequent Requisitions for Payment during the execution of the Work. Format and content shall be as defined in Document 00700, General Conditions of the Contract and specification Section 01290, and Payment Procedures.

D. Evaluation of Document 00425, Certificate of Intent, and Document 00433, Subcontractors List**:**

1. The Bidder will be required to establish to the satisfaction of the Project Consultant and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents. The Owner requires that the percentage of Work to be completed by the Contractors own forces as indicated on Document 00425, Certificate of Intent, be not less than 15 percent of the total Work.

2. The Owner will notify the Bidder in writing if the Owner, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (I) withdraw the Bid, or (2) submit an acceptable substitute person or entity so long as that change does not:

a. Require an adjustment in the submitted Bid Price for Base Bid or Alternate Bid items that would change the apparent Low Bidder.

b. Require an adjustment in the submitted Bid Price for Base Bid or Alternate Bid items that would exceed the funds available to the Owner.

3. Persons and entities proposed by the Bidder and to whom the Owner and Project Consultant have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner.

E. Permitting Phase Documents

1. Upon receipt and approval of the foregoing Post Award Documents the Owner will issue **Document 00550, Notice To Proceed, Permitting.**
2. Document 00550, Notice To Proceed, Permitting will reconfirm the Contract Time for Performance by the Contractor and the work and documents required during this Phase.
3. **Refer to Document BD-004 attached to document 00200, instructions to bidders (this document), for further instructions related to submittal of required documents and the issuance of a building permit.**

**11.03 DELIVERY OF POST-AWARD SUBMITTALS**

A. Post-Award Submittals should be delivered to:

**The School Board of Broward County, Florida**

**c/o Address in Document 00200, Instructions to Bidders, Section 3.02.B.**

**ARTICLE 12 NOTICES TO PROCEED**

**12.01 INITIATION OF THE WORK**

A. Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, receipt and approval of the required post-bid information, and issuance of the Building Permits by the Chief Building Official, the Director of Supply Management & Logistics will issue **Document 00550, Notice to Proceed, Construction.**

B. The site and/or existing facilities for Work related to this project will not be available until such time as indicated on Document 00550, Notice to Proceed. Document 00550 will formally start the Contract and will reconfirm Contract Time and provide other instructions to the Contractor insofar as beginning the Work required by the Contract Documents.

**END OF DOCUMENT**