

# INVITATION TO BID

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## Prospective Bidders

**DUE DATE: Bids Due May 19<sup>th</sup>, 2010 at *Facilities & Construction Mgmt., Bldg. 4, Reception at 2:00pm.***

**SUBJECT: Invitation to Bid**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the Invitation to Bid (ITB) for the following:

**Asbestos, Lead, and Bioaerosol Sample Analysis ..... Bid No. 2010-03-FC**

All prospective bidders who download the Invitation to Bid from <http://www.broward.k12.fl.us/constructioncontracts/home/home001.htm> must submit a request to be added to the plan holder's list to assure addendums will be made available and issued by submitting the following information:

1. **Company Name:** \_\_\_\_\_
2. **Address:** \_\_\_\_\_  
\_\_\_\_\_
3. **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_
4. **Email:** \_\_\_\_\_

**TO**

**Facilities & Construction Management  
1700 SW 14<sup>th</sup> Court  
Ft. Lauderdale, FL 33312  
Building 4, Reception  
Phone: (754) 321-1500 Fax: (754) 321-1680**

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(seal)

**ATTEST:**

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**JENNIFER LEONARD GOTTLIEB**  
Chair

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**JAMES F. NOTTER**  
Superintendent of Schools  
Secretary of The School Board of Broward County,  
Florida

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To be advertised on April 26, May 3, and May 10, 2010

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# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

1700 Southwest 14<sup>th</sup> Court. FORT LAUDERDALE, FLORIDA 33312. TEL 754-321-1517 FAX 754-321-1681

## FACILITIES & CONSTRUCTION MANAGEMENT

Thomas E. Lindner, Acting Deputy Superintendent  
thomas.lindner@browardschool.com

## SCHOOL BOARD

Chair  
Vice Chair

JENNIFER LEONARD GOTTLIEB  
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KEVIN P. TYNAN, ESQ.

JAMES F. NOTTER  
Superintendent of Schools

DATE: April 26, 2010  
TO: Prospective Bidders  
FROM: Robert J. Krickovich, Coordinator I  
754-321-1638  
SUBJECT: **Instructions to Bidders**  
**Invitation to Bid # 2010-03-FC**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Asbestos, Lead, and Bioaerosol Sample Analysis**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-1680 or via e-mail at [robert.krickovich@browardschools.com](mailto:robert.krickovich@browardschools.com). 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.

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

- **SECTION 2, SUBMITTAL REQUIREMENTS**

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

- **COMPLETION OF BIDS**

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

- **PRICING CORRECTIONS**

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

- **DUE DATE**

Bids are due at Facilities & Construction Mgmt., Bldg. 4, Reception on the date and time stated on Page 1 of the ITB. In order to have your bid considered, please make sure that it is received on or before the date and time due. SBBC reserves the right to reject any bid not received on or before the date and time due.

- **STATEMENT OF "NO BID"**

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-1680. Your responses to the Statement of "No" Bid are very important to the Contracts & Compliance 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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### DIVISION 0 DOCUMENTS ATTACHED

<b>Document Number</b>	<b>Document Title</b>	<b>Number of Pages</b>
00009	Background Screening of Contractual Personnel	1
00220	Bidder's Request for Information	1
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The School Board of, Broward County Florida  
**FACILITIES & CONSTRUCTION MANAGEMENT**  
 1700 Southwest 14<sup>th</sup> Court  
 Fort Lauderdale, Florida 33312  
 754-321-1500

# INVITATION TO BID (ITB)

<b>DUE DATE: Bids due May 19<sup>th</sup>, 2010 at 2:00 p.m. Eastern Time (ET):</b>  Bids must be submitted to Facilities & Construction Mgmt., 1700 SW 14 <sup>th</sup> Court, Ft. Lauderdale, FL 33312 and received <b>on or before 2:00 p.m. ET</b> on the date due. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered.	ITB NO.: <b>2010-03-FC</b>	RELEASE DATE : <b>April 26<sup>th</sup>, 2010</b>	AGENT: Kevin Bellamy 754-321-1673
	BID TITLE: <b>Asbestos, Lead, and Bioaerosol Sample Analysis</b>		

## 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's Name and state "Doing Business As", where applicable:	<b>"REMIT TO" ADDRESS FOR PAYMENT:</b> If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. <input type="checkbox"/> Check this box if address is the same as stated on the left.		
Address:	P.O. Address:		
City:			
State:	Zip Code:	City:	
Telephone Number:	State:	Zip Code:	
Toll Free Number:	Contact:		
Fax Number:	Telephone Number:		
Internet Web Site:	Toll Free Number:		
Internet E-Mail Address:	Fax Number:		
Federal Tax Identification Number:	Internet E-Mail Address:		

*I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same materials, supplies, services or equipment and is in all respects fair and without collusion or fraud. I agree to complete and unconditional acceptance of this bid, all appendices and contents of any Addenda released hereto; I agree to be bound to all specifications, terms and conditions contained in this ITB and failure to comply will result in disqualification of bid or bid item. Bidder acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws and all responses, data and information contained in this bid are true and accurate. I certify that I am authorized to sign this ITB for the bidder*

\_\_\_\_\_  
*Signature of Authorized Representative (Manual)*

\_\_\_\_\_  
*Name of Authorized Representative (Typed or Printed)*

\_\_\_\_\_  
*Title*

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

## 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.
  - Bid Bond  NVLAP accreditation for the last three consecutive years. NVLAP accreditation documentation is required.
  - Provide copies of the results of last years Quality Assurance Program participation in NIOSH/AIHA PAT program.
  - Submit documentation of Successful Participation in American Industrial Hygiene Association (AIHA) Environmental Microbiology Proficiency Analytical Testing (EMPAT) program. Proficiency must be demonstrated for the past two years.
  - Estimated Cost of Services (Section 5 Bid Summary Sheet)

**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 Facilities & Construction Mgmt., 1700 SW 14<sup>th</sup> Ct., Bldg. 4, Reception **on or before 2:00 p.m. ET on May 19<sup>th</sup>, 2010** for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due in the west conference trailer. 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. **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 Facilities & Construction Mgmt. of The School Board of Broward County, 1700 S.W. 14<sup>th</sup> Court, Ft. Lauderdale, FL 33312.
  4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding legal holidays and days during which the school district administration is closed.
  5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Facilities & Construction Mgmt. no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum will be issued.
  6. **AWARDS:** In the best interest of 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.
  7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
  8. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
  9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at awardee's expense.
  10. **PAYMENT:** Payment will be made by 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.
  11. **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.
  12. **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.

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to Facilities & Construction Mgmt. within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the awardee of its responsibilities under a contract awarded under this bid.*
15. **PATENTS & ROYALTIES:** The awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
16. **OSHA:** The awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
18. **ANTI-DISCRIMINATION:** The bidder certifies that he or she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender, national origin, marital status, race, religion or sexual orientation.
19. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
20. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Where awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The awardee shall be liable for any damages or loss to the Board occasioned by negligence of the awardee (or agent) or any person the awardee has designated in the completion of the contract as a result of their bid.
21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to nonawardees. After acceptance of bid, the Board will notify the awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the awardee.
22. **DEFAULT AND VENUE:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default. Any action by the non-defaulting party to enforce this contract shall be instituted and prosecuted in the court having jurisdiction in Broward County, Florida, and the defaulting party waives venue in any other jurisdiction.
23. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation. The School Board of Broward County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for no reason, upon giving 30 days prior written notice to the other party.
24. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the Accounts Payable Department of The School Board of Broward County, Florida, Suite 304, 7720 West Oakland Park Blvd, Sunrise, Florida 33351-6704. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.
25. **NOTE TO VENDORS DELIVERING TO OUR CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding legal holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.** This warehouse is no longer accessible by the Seaboard Coast Line siding for rail car routing.
26. **SUBSTITUTIONS:** The School Board of Broward County, Florida *WILL NOT* accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the awardee's expense.
27. **FACILITIES:** 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.
28. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed stamped envelope with bid. Bid tabulation will be mailed after completion of the rules shown in School Board Policy 3320.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos free** will be supplied.
30. **ASSIGNMENT:** Neither any award of this Bid nor any interest in any award of this Bid may be assigned, transferred or encumbered by any party without the prior written consent from School Board of Broward County, Florida.
31. **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.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **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.
34. **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.

35. **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 posting 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. ET 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, or a 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 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 Facilities & Construction Mgmt. 1700 S.W. 14<sup>th</sup> Court, Fort Lauderdale, FL 33312 (fax 754-321-1680). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.**
36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** Bid Recommendations and Tabulations will be posted in the reception area of the Facilities and Construction Management Division and [www.demandstar.com](http://www.demandstar.com) on **May 26<sup>th</sup>, 2010 by 3:00 p.m. ET** 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 at Facilities & Construction Mgmt. and/or at [www.demandstar.com](http://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 Facilities & Construction Mgmt. 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
36. (Continued): 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 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, or a 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 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 Facilities & Construction Mgmt., 1700 S.W. 14<sup>th</sup> Court, Fort Lauderdale, FL 33312 (fax 754-321-1680). Fax filing will not be acceptable for the filing of bonds required by School Board Policy 3320, Part VI.**
37. **SUBMITTAL OF BIDS:** All bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in FACILITIES & CONSTRUCTION MGMT. on or before 2:00 p.m. ET on **May 19<sup>th</sup>, 2010**. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 1700 S.W. 14<sup>th</sup> Court, Ft. Lauderdale, FL 33312, Building 4, Reception. The bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Facilities & Construction Mgmt. 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.)
38. **PACKING SLIPS:** It will be the responsibility of the awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC purchase order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.
39. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school 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.
40. **INDEMNIFICATION: This General Condition of the bid is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive".**
- 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.

41. **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.

42. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for 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; 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.

43. **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.

44. **“FUNDING OUT” - TERMINATION - CANCELLATION**

Florida Statutes prohibit School Boards 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”.

45. **LOBBYIST ACTIVITIES:** In accordance with School Board Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered 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 and will be recorded on the School Board of Broward County's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee or any immediate family member of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
- f) The Deputy to the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

46. **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 Facilities & Construction Mgmt.; 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.



47. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. AN M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the bidder is a Certified M/WBE by SBBC or by the Department of Management Services, Division of Purchasing, State of Florida, as per Chapter 287.0943, Florida Statutes, as currently enacted or as amended from time to time, bidder should indicate its certification number on the Bid Summary Sheet. For information on M/WBE Certification, contact the School Board's Supplier Diversity and Outreach Programs at 754-321-0552 or [www.broward.k12.fl.us/supply/mwbe.htm](http://www.broward.k12.fl.us/supply/mwbe.htm).
- 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.
48. **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.
49. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above.** This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. (*Document 00009 & 00455*)
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show his/her driver's license and social security card, and must be fingerprinted.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract awardee. Effective immediately, the total fee for the SBBC photo identification badge, fingerprinting and a FBI background check is currently \$75.00. The Money Order is to be made payable to "The School Board of Broward County, Florida". **Visa and MasterCard will be acceptable for these fees. No cash, personal or company checks are acceptable. These fees are non-refundable and are subject to change without notice. Badges are issued for a one year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.**
- Badges are to be returned to SIU at the end of the contract or at the time an employee is terminated. Failure to return the badge to SBBC may result in the final payment being withheld until the badges are returned.** For more information go to [http://www.broward.k12.fl.us/supply/vendor\\_page.htm](http://www.broward.k12.fl.us/supply/vendor_page.htm)
50. **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).
51. **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.
52. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e. no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
53. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor's expense. Goods or services not delivered as per delivery date in bid and/or purchase order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
  - All departments being advised not to do business with vendor.
54. **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 Facilities & Construction Mgmt. 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 directed to the designated Purchasing Agent unless so notified by Facilities & Construction Mgmt. **Any vendor or lobbyist who violates this provision shall cause their proposal to be considered not responsive and therefore be ineligible for award.**

## Section 4, Special Conditions

### Introduction and Scope:

The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires bids on Asbestos, Lead, and Bioaerosol Sample Analysis as specified herein. The scope of requirements includes, but is not limited to,

1. Asbestos bulk sample analysis by Polarized Light Microscopy (PLM).
2. Re-analysis of PLM’s by Point Count Method.
3. Asbestos bulk sample analysis by Transmission Electron Microscopy (TEM).
4. Asbestos air sample analysis by Phase Contrast Microscopy (PCM).
5. Asbestos air sample analysis by TEM.
6. Lead Sample Analysis by Toxicity Characteristic Leaching Procedure (TCLP).
7. Lead Paint/Air/Wipe/Soil Sample Analysis by Flame Atomic Absorption Spectroscopy (AAS).
8. Lead Water Sample Analysis
9. Polychlorinated Biphenyls (PCBs) /Bulk /Air/Wipe/Soil Sample Analysis
10. Fungi, Direct Exam (Tape Lift Bulk) – identification to genus level.
11. Fungi, Direct Exam and Culture (Swab, Rodac, Wipe) – identification and enumeration to genus level and species level for Aspergillus, Penicillium, Cladosporium and Stachybotrys.
12. Culturable Fungi in Air – identification and enumeration to genus level and species level for Aspergillus, Penicillium, Cladosporium and Stachybotrys.
13. Spore Trap Fungi in Air (Total Fungal Spore Count) – identification and enumeration to genus level.
14. Other General Industrial Hygiene Sample Analysis

### Term:

The award of this bid shall establish a contract for the period of 3 years from the date of Award of Contract. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Items will be ordered on an as needed basis.

### Award:

Bid shall be awarded by **GROUP** to the lowest responsive and responsible bidder meeting all specifications, terms and conditions. Therefore, it is necessary to bid on every item in the group; in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC may need to order an individual component within a group. All items within a group must have an individual cost. Failure to state the individual cost for an item within a group will result in disqualification of the group. Bidders should carefully consider each item for conformance to specifications. In the event that one of the items in the group does not meet specifications, the entire group will be disqualified. Increments of work for this project will be issued on the basis of purchase orders of Twenty Thousand Dollar (\$20,000) increments up to the total contract amount of Five Hundred Thousand Dollars (\$500,000).

After award of this bid, any awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with the School Board for two years, as described in General Conditions 22, 23, and 53.

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

**Information:**

Any requests for information by prospective bidders concerning this Invitation to Bid should be addressed by using Document 00220 Request For Information (*attached*) to

Robert J. Krickovich, Coordinator I Environmental  
Facilities and Construction Management Division  
1700 SW 14<sup>th</sup> Court, Ft. Lauderdale, Florida 33312

**or email at [robert.krickovich@browardschools.com](mailto:robert.krickovich@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 via Document 00910 Addendum (*attached*). Neither Robert Krickovich 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 5.** Interpretations of the Bid or additional information as to requirements, where necessary, shall be communicated to bidders only by written addendum (Document 00910 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.

**Contract Extension:**

The purpose of this Bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the Bid shall be for three (3) years, and may, by mutual agreement between SBBC and the awardee, upon final School Board approval, be extended for two additional one year periods and, if needed 90 days beyond the expiration date of the final renewal period. The Board, through its Contracts & Compliance Department, will, if considering to extend, request a letter of intent to extend from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm for the term of the contract. The awardee will be notified when the recommendation has been acted upon by SBBC. All prices shall be firm for the term of the contract. The bidder(s) agree to this condition by signing its Bid.

**Internet Based Company Accessibility:**

SBBC is interested in learning if bidder is currently utilizing or is in the process of developing internet accessibility. Please answer the questions regarding internet accessibility on the Bid Summary Sheet. This information, while useful to SBBC, will not be utilized for evaluation of bid submitted.

**Delivery:**

Bidder agrees to perform STAT Analysis services within 24 hours and Routine Analysis services within 3 days.

**Quantities:**

SBBC offers no guarantee as to the amount of work that will be issued as a result of any contract resulting from award of this Bid. Services will be requested as needed throughout the contract period and as few as one each may be ordered at one time.

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

**Force Majeure:**

Except for the provisions of this bid, each party will be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.

**Invoices:**

Invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of services. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION WILL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **Facilities and Construction Management Division 1700 SW 14<sup>th</sup> Court, Ft. Lauderdale, Florida 33312**

- A. Name and address of analyzing laboratory
- B. Name of person performing analysis
- C. Sample results signed by analyst.
- D. Complete chain of custody form
- E. Name of facility where samples were taken
- F. Name of requesting person & company
- G. Purchase order number
- H. Total dollar amount will be net

The submitting firm must be licensed or registered to perform proposed services in the State of Florida.

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

**Section 5, Bid Summary Sheet**  
**Group 1 (Asbestos Analysis 'No TEM')**

Group 1 Asbestos Analysis (No TEM) To Be Awarded As A Group	Sample Cost	
	Routine	Stat
	A	B
PLM	\$ _____	\$ _____
PLM by Point Count Method	\$ _____	\$ _____
PCM	\$ _____	\$ _____
Total Sample Cost: (Add Each Column; Enter Total)	Column A Total \$ _____	Column B Total \$ _____
Total Bid Item: (Add Column A Total and Column B Total; Enter Total Bid Item) \$ _____ And Written in Words Below _____ Dollars Used as Basis of Award		
	Routine	Stat
SEM Analysis (Optional) Not considered for basis of award	\$ _____	\$ _____

**\*\*Bidder agrees to provide written analysis reports 3 business days for Routine sample analysis and within 24 hours maximum after completion of STAT analysis.\*\***

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



**Section 5, Bid Summary Sheet**  
**Group 3 (Lead Analysis)**

Group 3 Lead Analysis To Be Awarded As A Group	Sample Cost	
	Routine <b>A</b>	Stat <b>B</b>
Lead Paint/Air/Soil/Wipe (AAS)	\$ _____	\$ _____
Lead (TCLP)	\$ _____	\$ _____
Lead Water	\$ _____	\$ _____
Total Sample Cost: (Add Each Column; Enter Total)	Column <b>A</b> Total \$ _____	Column <b>B</b> Total \$ _____
Total Bid Item: (Add Column A Total and Column B Total; Enter Total Bid Item) \$ _____ And Written in Words Below _____ Dollars		
Used as Basis of Award		

**\*\*Bidder agrees to provide written analysis reports 3 business days for Routine sample analysis and within 24 hours maximum after completion of STAT analysis.\*\***

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

**Section 5, Bid Summary Sheet**  
**Group 4 (PCB Analysis)**

<b>Group 4 PCB Analysis</b>	<b>Sample Cost</b>	
	<b>Routine</b>	<b>Stat</b>
<b>To Be Awarded As A Group</b>	<b>A</b>	<b>B</b>
PCB (air)	\$ _____	\$ _____
PCB (wipe)	\$ _____	\$ _____
PCB (bulk)	\$ _____	\$ _____
PCB (soil)	\$ _____	\$ _____
<b>Total Sample Cost: (Add Each Column; Enter Total)</b>	<b>Column A Total</b> \$ _____	<b>Column B Total</b> \$ _____
<b>Total Bid Item:</b> (Add Column A Total and Column B Total; Enter Total    \$ _____ And Written in Words Below Bid Item) _____ Dollars		
<b>Used as Basis of Award</b>		

**\*\*Bidder agrees to provide written analysis reports 3 business days for Routine sample analysis and within 24 hours maximum after completion of STAT analysis.\*\***

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



**Section 5, Bid Summary Sheet**  
**Group 5 (Bioaerosol Analysis)**

<b>Group 5 Fungi Analysis</b>	<b>Sample Cost</b>	
	<b>Routine</b>	<b>Stat</b>
<b>To Be Awarded As A Group</b>	<b>A</b>	<b>B</b>
Fungi, Direct Exam (tape lift bulk)	\$ _____	\$ _____
Fungi, Direct Exam & Culture	\$ _____	\$ _____
Culturable Fungi in Air	\$ _____	\$ _____
Spore Trap Fungi in Air	\$ _____	\$ _____
<b>Total Sample Cost: (Add Each Column; Enter Total)</b>	<b>Column A Total</b> \$ _____	<b>Column B Total</b> \$ _____
<b>Total Bid Item:</b> (Add Column A Total and Column B Total; Enter Total    \$ _____ And Written in Words Below Bid Item) _____ Dollars <b>Used as Basis of Award</b>		

**\*\*Bidder agrees to provide written analysis reports 3 business days for Routine sample analysis and within 24 hours maximum after completion of STAT analysis.\*\***

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

**Section 5, Bid Summary Sheet (Continued)**  
**Additional Information**

**INTERNET BASED COMPANY ACCESSIBILITY:**

A. Does your company have internet capability? YES  NO

If YES, and different than listed on the "Invitation to Bid", bidder acknowledgement, please provide the following:

Web address: \_\_\_\_\_

Email addresses: \_\_\_\_\_

If NO, do you plan to have one in the near future and how soon?

Six months or less \_\_\_\_\_ six - 12 months \_\_\_\_\_ Greater than 12 months \_\_\_\_\_

B. Does your company accept credit cards? YES  NO  N/A

Card Name: \_\_\_\_\_

C. Does your company offer E-Mail of sample results to SBBC? YES  NO

**NOTE TO BIDDER:** Review General Condition 47 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: \_\_\_\_\_

\_\_\_\_/\_\_\_\_

## Section 6, Bid Specifications

### **I. Description of Scope of Services Required**

#### **1. Asbestos bulk sample analysis by Polarized Light Microscopy (PLM)**

Reporting shall conform with NIST NVLAP format including the following:

- a. Sample description as presented to lab.
- b. Completed chain of custody form.
- c. Percent composition of asbestos by type.
- d. Other components of sample.
- e. Date of analysis and date received by lab.
- f. Sample number (if different than sample description).

#### **2. Asbestos air sample analysis by Transmission Electron Microscopy (TEM)**

Reporting shall conform with NIST NVLAP format including the following:

- a. Sample description presented to lab.
- b. Completed chain of custody form.
- c. Volume of air sampled.
- d. Sample flow rate.
- e. Date of analysis and date received by lab.
- f. Sample number (if different than sample description).
- g. Analytical sensitivity, number of asbestos structures, area analyzed, average grid size opening, number of grids analyzed, copy of count sheet and type of asbestos.
- h. Detection limit.
- i. Concentration of asbestos structures per square millimeter of filter.
- j. Concentration of asbestos per cubic centiliter of air.

#### **3. Asbestos air sample analysis by Phase Contrast Microscopy (PCM)**

Reporting shall conform with NIOSH method 7400 format and include the following:

- a. Sample description presented to lab.
- b. Completed chain of custody form.
- c. Volume of air sampled.
- d. Sample flow rate.
- e. Date of analysis and date received by lab.
- f. Sample number (if different than sample description).
- g. Concentration of fibers per cubic centiliter of air.
- h. Density of fibers on the filter.

#### **4. Re-analysis of PLM's by Point-Count Method**

#### **5. Asbestos bulk sample analysis by Transmission Electron Microscopy (TEM)**

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

- 6. Lead sample analysis by Toxicity Characteristic Leaching Procedure (TCLP)**
- 7. Lead paint/air/soil/wipe sample analysis by Flame Atomic Absorption Spectroscopy (AAS)**
- 8. Lead in water sample analysis.**
- 9. Polychlorinated Biphenyls (PCBs) /Bulk /Air/Wipe/Soil Sample Analysis.**
- 10. Fungi, direct exam (tape lift bulk) – identification to genus level.**
- 11. Fungi, direct exam and culture (swab, rodac, wipe) – identification and enumeration to genus level and species level for Aspergillus, Penicillium, Cladosporium and Stachybotrys.**
- 12. Culturable fungi in air – identification and enumeration to genus level and species level for Aspergillus, Penicillium, Cladosporium and Stachybotrys.**
- 13. Spore Trap fungi in air (identification and enumeration to genus level)**
- 14. Other General Industrial Hygiene Sample Analysis to be negotiated on an as needed when needed basis.**
- 15. The following minimum requirements are necessary for all sample reports submitted.**
  - a. Name of facility
  - b. Name of requesting person/company
  - c. Name and address of analyzing laboratory
  - d. Name of person performing analysis
  - e. Signature of analyst
  - f. A statement that the laboratory has been and is currently accredited under Section 206(d) of Title II of the USC Chapter 15, Toxic Substance Control Act (TSCA) as stated in 40 CFR 763, April 30, 1987, and proficient in the NIST/NVLAP, NIOSH/AIHA PAT, and AIHA/EMPAT programs.

## **II. Information Required To Be Assembled With This Bid:**

The proposing firm, joint venture or other form of association (“firm”) must submit the following with their bid.

1. The laboratory firm(s) must have NVLAP accreditation for the last three consecutive years as a minimum. NVLAP accreditation documentation is required.
2. Provide copies of the results of last years Quality Assurance Program participation in NIOSH/AIHA PAT program.
3. Submit documentation of Successful Participation in American Industrial Hygiene Association (AIHA) Environmental Microbiology Proficiency Analytical Testing (EMPAT) program. Proficiency must be demonstrated for the past two years.

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

\_\_\_\_/\_\_\_\_

4. Estimated Cost of Services

Provide a detailed listing, by method, of price structure to include, but not be limited to, prices for each sample submission. Include: prices for holidays, weekends and overnight analysis. **Proposer must include the completed Bid Summary Sheet with their proposal to be considered. All Spaces Must Be Completed.**

A. Stated below are the types of analysis required to be priced.

- a. PLM analysis, Appendix A, Subpart F, 40 CFR 763, Section 1.
- b. PLM-PCM, PLM re-analysis by Point Count Method.
- c. PCM analysis NIOSH 7400 procedure.
- d. TEM analysis, Appendix A subpart E 40 CFR.
- e. TEM analysis for dust samples (micro-vac) method ASTM D-5755-95.
- f. TEM analysis of bulk samples.
- g. Lead Paint/Air (AAS) analysis of lead paint or air samples by NIOSH method 7082.
- h. Toxicity Characteristic Leaching Procedure (TCLP) waste stream analysis by EPA method 1311/7061 in accordance with EPA 40 CFR 261 TCLP.
- i. Lead in Water
- j. Fungi, Direct Exam (Tape Lift Bulk) – identification to genus level.
- k. Fungi, Direct Exam and Culture (Swab, Rodac, Wipe) – identification and enumeration to genus level and species level for Aspergillus, Penicillium, Cladosporium and Stachybotrys.
- l. Culturable Fungi in Air – identification and enumeration to genus level and species level for Aspergillus, Penicillium, Cladosporium and Stachybotrys.
- m. Spore Trap Fungi in Air (identification and enumeration to genus level).

5. The **Turn Around Time (TAT)** For the purposes of this bid Turn Around Time is defined as the time from receipt of the samples in your lab until results can be provided to SBBC. Bidder agrees to perform the services within 24 hours for Stat analysis and within 3 days for Routine Analysis.

The submitting firm must be licensed or registered to perform proposed services in the State of Florida.

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

**SECTION 7, ATTACHMENT 1**  
**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST**

In accordance with General Condition #11, all bidders must disclose with their bid the name of any officer, director, agent, or employee who has a material interest or other potential conflict of interest in the bidder's firm who is also an employee of The School Board of Broward County, Florida. Disclosure of such potential conflict does not necessarily disqualify bidder from participation. Under current statutes, employees are responsible for disclosure and subject to penalties as defined by law.

Name of Employee	SBBC Title or Position	Type of Interest in Company
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby affirm that all known persons who are employed by SBBC and who have a material interest or other potential conflict of interest in this company have been identified.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name of Official

\_\_\_\_\_  
Business Address

\_\_\_\_\_  
City, State, Zip Code

11/22/05

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

**SECTION 7, ATTACHMENT 2**  
**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

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

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

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

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

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

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

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

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

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

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

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

Personally Known _____	_____
OR Produced identification _____	Notary Public - State of _____
_____	My commission expires _____
(Type of identification)	_____

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

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

### SECTION 7, ATTACHMENT 3

#### 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 Facilities & Construction Mgmt. 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 5.

See also General Conditions 12 and 20.

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



**SECTION 8, STATEMENT OF "NO BID"**

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

The School Board of Broward County, Florida  
Facilities & Construction Management Division  
1700 S.W. 14<sup>th</sup> Court  
Fort Lauderdale, FL 33312

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: \_\_\_\_\_

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

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

\_\_\_\_/\_\_\_\_

# Background Screening of Contractual Personnel

## NOTICE TO ALL BIDDERS

**Background Screening.** 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 The School Board of Broward County, Florida (SBBC or Owner) 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 from 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.

**The Work included in these documents will require the successful Bidder to comply with the foregoing requirements.**

**PLEASE REVIEW THE FOLLOWING DOCUMENT FOR OTHER INSTRUCTIONS RELATING TO BACKGROUND SCREENING REQUIREMENTS:**

Document 00455



**Document 00220: Bidder's Request for Information**

**To:** Robert Krickovich, Project Manager  
 The Facilities and Construction  
 Management Division  
 1700 SW 14th Court  
 Fort Lauderdale, FL 33312 Fax: 754-321-1680

**Date:** \_\_\_\_\_

(For Owner's Use Only)  
**Bidder's**  
**RFI No.:**

**Project:** Asbestos, Lead, and Bioaerosol  
Sample Analysis

**Bid Number:** 2010-03-FC

**Category:**

- Information not shown on Bidding Documents
- Interpretation of Bidding Documents
- Conflict in Bidding Requirements
- Coordination

**Reference:**

- Drawing Reference
- Spec/Project Manual Reference
- Other:

**Subject:** \_\_\_\_\_

**Description:**

**Bidder:**  
 Company Name  
 & Address:

Phone:

**By:** \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

**Replies will be issued by Addendum to all prospective Bidders who have completed Document 00215, Application for Bidding Documents, and paid the non-refundable document fees at the Facilities and Construction Management Division. No verbal or written interpretations of the Bidding Documents will be given to individual Bidders.**



**Document 00455**  
**Background Screening of Contractual Personnel**

Bid No: 2010-03-FC  
 Project Title: Asbestos, Lead, and Bioaerosol Sample Analysis

**SWORN STATEMENT PURSUANT TO SECTION 1012.465, FLORIDA STATUTES,  
 BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL**

Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Contractor 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 Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor 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 Contractor and its personnel. The Parties agree that the failure of Contractor 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. Contractor 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 Contractor 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.

**(To be signed in the presence of a notary public or other officer authorized to administer oaths.)**

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

**Before me, the undersigned authority, personally appeared**

\_\_\_\_\_

**who, being by me first duly sworn, made the following statement:**

**1. Contractor Name:** \_\_\_\_\_



**Document 00455**  
**Background Screening of Contractual Personnel**

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

2. My relationship to the Contractor named in (1) above is:

\_\_\_\_\_  
(List relationship such as sole proprietor, partner, president, vice president, etc.)

3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement)

\_\_\_\_\_

**TO BE COMPLETED AT THE TIME OF SUBMISSION OF POST-AWARD DOCUMENTS INDICATED IN DOCUMENT 00200. COMPLIANCE WITH SECTION 1012.465, FLORIDA STATUTES IS REQUIRED PRIOR TO ISSUANCE OF DOCUMENT 00550, NOTICE TO PROCEED.**

The above-named Contractor presently complies fully with the requirements set forth in Section 1012.465, Florida Statutes to the extent that all contractual personnel to be employed under the terms of this bid HAVE met Level 2 Screening requirements set forth in Section 1012.32, Florida Statutes.

**BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NAME (Printed)** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**Notarization**

State of: \_\_\_\_\_ )

County of: \_\_\_\_\_ )

Sworn to and subscribed before me, the undersigned authority, by

\_\_\_\_\_

who is personally known to me or did produce: \_\_\_\_\_  
as identification and who did take an oath.

Notary Public: \_\_\_\_\_

**Affix Seal**

Commission Expires on: \_\_\_\_\_



**The School Board of Broward County, Florida  
Facilities and Construction Management Division  
1700 SW 14th Court  
Fort Lauderdale, FL 33312**

**(754) 321-1500**

**Document 00910: Addendum**

**To: All Prospective Bidders**

<b>Addendum No.:</b> _____ <b>Date:</b> _____
---

Bid No: 2010-03-FC  
Project Title: Asbestos, Lead, and Bioaerosol Sample Analysis

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the proposed Contract Documents and change the original bidding documents only in the manner and to the extent stated.

Receipt of this Addendum must be acknowledged by inserting its number and date on the Proposal Form. Failure to do so may subject the Bidder to disqualification.

**NOTE:** Addenda may be obtained at the following location upon the request of the Addenda with any applicable Attachments:

**Facilities & Construction Management  
1700 SW 14<sup>th</sup> Court  
Ft. Lauderdale, FL 33312  
Building 4, Reception  
Phone: (754) 321-1500 Fax: (754) 321-1680**

**Changes to the Project Manual:**

**Changes to the Drawings:**

**Attachments to the Addendum:**

Recommended:			
	(Project Consultant's Name)	(Project Consultant's Signature)	(Date)
Contracts Department: (Bid Date or Div. 0 Changes)			
	(Contracts Department)	(Contracts Department Signature)	(Date)
Reviewed:			
	(Project Manager's Name)	(Project Manager's Signature)	(Date)

Approved: \_\_\_\_\_  
 (Executive Director, Project Management or designee Signature) (Date)

Distribution: 1. Project Consultant 2. Design Section 3. Construction Contracts Section 4. Project Manager 5. Project File