January 21, 2015

Dear Prospective Bidders:

SUBJECT: Instructions to Bidders
Invitation to Bid 15-106C

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for Storm Sewer & Sewer Main Cleaning & Repairs. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to Pkaufold@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.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying 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.

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

- **DUE DATE**
  Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **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 754-321-0533 or scan and send via e-mail to Pkaufold@browardschools.com. Your response to the Statement of “No” Bid is very important to Procurement and Warehousing Services when creating future ITBs.

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

Sincerely,

Philip D. Kaufold, Construction Purchasing Agent IV
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INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET):
February 12, 2015

Bids must be submitted to Procurement and Warehousing Services and received on or before 2:00 p.m. EST on the date due. Bids received after 2:00 p.m. EST will be rejected. Bids may not be withdrawn for 90 days after due date. Faxed bids are not allowed and will not be considered.

ITB NO.: 15-106C
RELEASE DATE: January 21, 2015
PURCHASING AGENT: Philip D. Kaufold
754-321-0541

BID TITLE:
STORM SEWER & SEWER MAIN CLEANING AND REPAIRS

SECTION 1, Bidder Acknowledgement

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

Bidder’s Name and state “Doing Business As”, where applicable:
“REMIT TO” ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. □ Check this box if address is the same as stated on the left.

Address:
P.O. Address:
City:
State: Zip Code:
Telephone Number:
Fax Number:
Toll Free Number:
E-Mail Address of Authorized Representative:
Fax Number:

E-mail Address to Send Purchase Orders:

Federal Tax Identification Number:

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2, Submittal Requirements

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

- [ ] Bid Bond
- [ ] Descriptive Literature
- [ ] Licenses
- [ ] Material Safety Data Sheets
- [ ] Manufacturers Authorization
- [ ] Special Condition ___
- [ ] Special Condition ___
- [ ] Special Condition ___
- [ ] Special Condition ___
- [ ] Special Condition ___
- [ ] Special Condition ___
- [ ] Special Condition ___
- [ ] Special Condition ___
- [ ] Other ___

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.
SECTION 3, GENERAL CONDITIONS

1. SEALED BID REQUIREMENTS: The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.

   a) BIDDER'S RESPONSIBILITY: It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.

   b) BID SUBMITTED: Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services on or before 2:00 p.m. ET on date due for bid to be considered. Bids will be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission will not be accepted.

   c) EXECUTION OF BID: Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initiated by the person signing the bid and any bid where under 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 initiated.

   d) BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD. The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.

   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.

   f) SAMPLES: Samples of items, where required, must be furnished free of expense within five working days of receipt 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 Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.

   g) DELIVERY: All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

   h) INTERPRETATIONS: Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services 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.

   i) AWARDS: In the best interest of SBBC, the Board reserves the right to: 1) withdraw this bid at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted “BID IS FOR SPECIFIED QUANTITY ONLY.” All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

   j) 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.

   k) 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.

   l) 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.

   m) PAYMENT: Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

   n) CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP: Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees, agents, or any other individuals who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

   o) INSURANCE: Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or A+ by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.

14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Supply Management & Logistics within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under a contract awarded under this bid.

15. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

16. **OSHA:** The Awardee warrants that the product supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

17. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

18. **ANTI-DISCRIMINATION:** The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2150.

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 School Board occasioned by negligence of the Awardee (or agent) or any person with whom the Awardee has designated in the completion of the contract as a result of their bid.

21. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of bid, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

22. **CANCELLATION:** In the event any of the provisions of this bid are violated by the contractor, the Superintendent shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to the School Board for immediate cancellation.

23. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

24. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding school holidays and days during which the school district administration is closed) 7:00 a.m. to 2:00 p.m. ET.

25. **SUBSTITUTIONS:** The School Board of Broward County, Florida WILL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the Awardee’s expense.

26. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.

27. **BID ABSTRACTS:** Bid tabulations are available at www_demandstar.com.

28. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is 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 submitting this bid that, if awarded this bid, only unpatented materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.

29. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be subordinated, transferred or encumbered by any party without the prior written consent of the Director, Procurement and Warehousing Services. There shall be no partial assignments of this “Bid/RFP” including, without limitation, the partial assignment of any right to receive payments from SBBC.

30. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC’s exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

31. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

32. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. Each line of the invoice must reference a corresponding single line shown on the Purchase Order. A single invoice line must not correspond to or cummingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.

33. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained herein. If any number of terms and conditions for this bid or any other purchase orders are different than those contained herein, the Awardee agrees to meet SBBC's standards by the time of contract execution, said document shall not be binding on SBBC.

34. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the vendor to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC’s network. Following the conclusion of the contract term, all of SBBC’s confidential information must be removed from vendor’s equipment and all access privileges must be revoked. Final payment will be withheld until the vendor has confirmed, in writing, that all SBBC’s confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC’s network.

Revised 11/19/14 Broward County Public Schools Is An Equal Opportunity/Equal Access Employer Page 3
PROTESTING OF BID CONDITIONS/SPECIFICATIONS: Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3), 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 SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

POSTING OF BID RECOMMENDATIONS/TABULATIONS: ITB Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on February 19, 2015 by 4:30 p.m. EST, and will remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and the time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that “The formal written protest shall state with particularity the facts and law upon which the protest is based”. Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC’s estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier’s check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney’s fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney’s fees. All documentation necessary for the protest proceedings will be provided electronically by SBBC.

(Continued):

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

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 PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on due date. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services will not accept delivery of any bid or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)

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.

USE OF OTHER CONTRACTS: SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

INDEMNIFICATION: This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as “non-responsive.”

a) SBBC agrees to be fully responsible for its acts of negligence or its agents’ acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.

b) VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney’s fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of, and 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.

PURCHASE BY OTHER PUBLIC AGENCIES: With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
42. PUBLIC ENTITY CRIMES: Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

43. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions: Executive Order 12549, as currently enacted or as amended from time to time, provides that to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for 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 coated transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

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

45. SEVERABILITY: In case of any one or more of the provisions contained in this Bid shall be for any reason held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

46. DISTRIBUTION: DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder’s failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.

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

a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.

b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.

c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on The School Board of Broward County’s website, www.browardschools.com.

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

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

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

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

- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
- The Broward County Certified Minority/Women Business Enterprise vendor;
- The Palm Beach 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 County or Miami-Dade County Certified 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 Procurement and Warehousing Services; 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 CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS. This form will be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
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 ITB and that SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee’s failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

MorphoTrust USA, LLC has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the EasyPath Project Coordinator at 754-321-1830 or EasyPathInfo@morphotrust.com. Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, provide his/her driver’s license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. There will be two websites used for services: 1) http://www.l1enrollment.com/state/?s=broward (used for scheduling and registering applicants) 2) https://sbbc-easypath.browardschools.com/EasyPathWeb/WebRequest (used for vendors to check the status of applicants and order replacement badges) and 3) http://www.l1enrollment.com/state/forms/broward/514a5c229a9f.pdf (form/application). The total fee for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.identogo.com. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: MorphoTrust USA, LLC, 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

52. Audit and Inspection of Awardee’s Documents and Records: The District or its representative reserves the right to inspect and/or audit all the Awardee’s documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State’s representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).

53. Original Document Format: Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to in writing, by SBBC.

54. Credit Cards: Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District’s Accounts Payable Department or reconcile receivables. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location’s credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

55. Nonconformance to Contract Conditions: Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at vendor’s expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.

b) All departments being advised not to do business with vendor.

56. Cone of Silence: Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This “cone of silence” period 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. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the “cone of silence” period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section G9 as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.

57. Termination: This contract award may be terminated with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Bid. In the event of such termination, SBBC shall not be obligated to pay for any services beyond the effective date of termination.

58. Evaluation and Bids: SBBC evaluates all Bids in accordance with the State of Florida Statutes 119.071 and 286.0113.
59. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC will request Awardee to meet the lower price offered by the third party supplier. Awardee will be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC will be released from its contractual obligation to purchase the item under this contract. No response to this request will indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, will not hold SBBC in default of contract. Each purchase will be considered separate and apart from each other.

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

Vendor agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the “Confidential Records”). Vendor represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Vendor agrees to provide the District with a written summary of the procedures Vendor uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Vendor.
SECTION 4, SPECIAL CONDITIONS

INTRODUCTION AND SCOPE:

1 The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires bids on STORM SEWER & SEWER MAIN CLEANING AND REPAIRS as specified herein. The scope of requirements includes, but is not limited to, storm sewer and sewer main cleaning, grouting and providing video documentation showing completed work. The awardee will receive individual purchase orders. SBBC locations may issue open (blanket) Purchase Orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by SBBC as a result. One hard-copy bid and one identical electronic version of the bid, in PDF format, on CD/diskette/flash drive, must be submitted in time for bid opening.

TERM: The award of this bid shall establish a contract period of three (3) years beginning with the date of Board approval. 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: (Select One)

In order to meet the needs of SBBC, each GROUP, as indicated on the Bid Summary Sheet, shall be awarded up to the three lowest responsive and responsible Bidders meeting specifications, terms and conditions. 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. Bidder should carefully consider each item for conformance to specifications. When a bid has multiple awardees, all awardees must agree to the same or lower Unit Prices submitted by the low bidder. Work will be assigned on a rotating basis. Total award of all contracts shall not exceed $750,000.

SBBC reserves the right to procure Storm Sewer & Sewer Main Cleaning and Repair Services from more than one awardee simultaneously or designate a subset of units to a particular awardee for the orderly, safe maintenance and smooth operation of District facilities at the prerogative as the PPO Supervisor assigned deems appropriate.

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 SBBC for two years, as described in General Conditions 22 and 55.

INFORMATION: Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Philip D. Kaufold, Procurement and Warehousing Services, 754-321-0541 or e-mail at Pkaufold@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Mr. Kaufold, 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. To be given consideration, all questions must be submitted on Document 00220, Bidder’s Request for Information, and must be received by the Procurement & Warehousing Services Department no later than ten (10) days prior to the date set for receipt of bids. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
REQUIRED SPECIAL CONDITIONS

5 CONTRACT RENEWAL: The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and/or $100,000, and, if needed, may be extended 180 days beyond the expiration date. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the first three years of the contract. The Bidder(s) agrees to this condition by signing its bid.

6 QUANTITIES: The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.

7 COMPANY REPRESENTATIVE: Bidder(s) must indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who will be available, upon request, to resolve billing and delivery problems.

8 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.

9 BIDDER’S QUALIFICATIONS:

A. Licenses: The Awardee(s) must provide current copies of the following with the bid:
   Provide copies of the following:
   1. Certificate of Competency issued by Broward County
   2. Broward County Occupational License
   3. Contractor’s Underground Utility-License

B. References: Please provide three references. They must be able to confirm that your firm has had at least two years of continuous experience prior to the submission of this bid in the management and operation of sewer main cleaning, grouting and providing video documentation.

C. Equipment: Bidder must have a minimum of two combination cleaner trucks, TV/grout trucks and one vacuum truck.

VENDOR NAME: ____________________________
PDK/ss
SECTION 4, SPECIAL CONDITIONS (Continued)

INVOICES:

10 Delivery copies, packing slips and invoices to SBBC MUST include the following to permit SBBC to verify prices with this contract and expedite the use of material. 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 District Maintenance, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.

A. Material release number OR the control number
B. Purchase Order number
C. Complete description of the items
D. Itemized list prices
E. Total dollar amount will be net

LEAD-FREE STATEMENT: All material supplied SBBC must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free will be supplied to SBBC. No bid will be considered unless this is agreed to by the Bidder.

MATERIAL SAFETY DATA SHEETS (MSDS): Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement and Warehousing Services, a Material Safety Data Sheet (MSDS) as detailed below with the bid or upon request. Failure of the Bidder to provide MSDS, as requested, shall result in disqualification of Bidder for that bid item. The District reserves the right to reject the use of any product from this bid with due cause. All MSDS submitted must be either an original, as received from the manufacturer, or a legible copy made from same. Awardee shall be responsible, during the term of the contract, to provide the SBBC Procurement and Warehousing Services or Risk Management Department with revised MSDS on a timely basis, as appropriate.

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

Risk Management reserves the right to reject any MSDS sheet regardless if the product offered is an approved product. A rejection of an MSDS sheet will result in disqualification of bid item.

VENDOR NAME: ____________________________________
PDK/ss
SECTION 4, SPECIAL CONDITIONS (Continued)

13  **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for price adjustment may be submitted 30 days prior to the second anniversary date of the contract. If a price increase is approved after the second anniversary date, then that price must remain firm for the following two years of the contract. Price adjustment requests will be evaluated on an annual basis thereafter. Requests for price adjustments shall not exceed the percentage of change in the Consumer Price Index (CPI) for the previous twelve months of the anniversary date, but shall not exceed 3% per adjustment. The CPI will not be seasonally adjusted. SBBC reserves the right to request a reduction in contract prices equal to the percentage of change of the CPI in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI may be obtained from the Bureau of Labor Statistics at [http://www.bls.gov](http://www.bls.gov) or by contacting the Bureau directly.

14  **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices will be extended to SBBC.

15  **PROTECTION OF PROPERTY:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless such is caused by the SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee.

16  **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.

17  **DIVE EQUIPMENT, PLUGS AND PUMPING:** If this equipment or services are needed, an authorized SBBC representative will request a quote from the primary Awardee.

18  **POINT REPAIR:** Items 27 – 34 request pricing for point repair. Materials which may be encountered include clay, cast iron and PVC pipe. All repairs shall match the existing material. For purposes of this bid, pricing for clay pipe may be used.

19  **SUBCONTRACTING:** Due to environmental and liability concerns, no subcontracting will be allowed.

20  **W-9 FORMS:** All Bidders are requested to complete the attached W-9, in Section 7, Attachment 5, and submit with their bid.
SECTION 5, BID SUMMARY SHEET

PRICES SUBMITTED ARE TO INCLUDE THE FURNISHING OF ALL MATERIALS, EQUIPMENT, TRANSPORTATION, TOOLS AND THE PROVISION OF ALL LABOR, MATERIAL AND SERVICES NECESSARY FOR THE EXECUTION OF THE WORK.

<table>
<thead>
<tr>
<th>GROUP A:</th>
<th>ANNUAL ESTIMATED QUANTITIES</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 150 Ft.</td>
<td>Sewer Cleaning in 6” – 12” Pipe</td>
<td>$___________/ft.</td>
<td>$___________</td>
</tr>
<tr>
<td>2. 150 Ft.</td>
<td>Sewer Cleaning in 15” to 24” Pipe</td>
<td>$___________/ft.</td>
<td>$___________</td>
</tr>
<tr>
<td>3. 350 Ft.</td>
<td>Video recording of Sewer Main 6” to 24” for Engineering Inspection</td>
<td>$___________/ft.</td>
<td>$___________</td>
</tr>
<tr>
<td>4. 8 Hrs.</td>
<td>Clear obstruction or blockage in sanitary sewer or storm sewer</td>
<td>$___________/hr.</td>
<td>$___________</td>
</tr>
<tr>
<td>5. 50 Calls</td>
<td>Emergency call out day or night for all contract items, response time two (2) hours. (See Bid Specification 6)</td>
<td>$___________/call</td>
<td>$___________</td>
</tr>
<tr>
<td>6. 65 Each</td>
<td>Grouting of Leaking Joints in 6” – 12” Pipe</td>
<td>$___________/ea</td>
<td>$___________</td>
</tr>
<tr>
<td>7. 45 Each</td>
<td>Grouting of leaking joints in 15” – 18” pipe</td>
<td>$___________/ea</td>
<td>$___________</td>
</tr>
<tr>
<td>8. 45 Each</td>
<td>Grouting of leaking joints in 24” – 30” pipe</td>
<td>$___________/ea</td>
<td>$___________</td>
</tr>
<tr>
<td>9. 15 Each</td>
<td>Grouting of leaking manholes 0 ft. – 6 ft. deep</td>
<td>$___________/ea</td>
<td>$___________</td>
</tr>
<tr>
<td>10. 10 Each</td>
<td>Grouting of leaking manholes 6 ft.-1” – 12 ft. deep</td>
<td>$___________/ea</td>
<td>$___________</td>
</tr>
<tr>
<td>11. 10 Each</td>
<td>Grouting of leaking manholes 12ft – 1” and deeper</td>
<td>$___________/ea</td>
<td>$___________</td>
</tr>
</tbody>
</table>

VENDOR NAME: ______________________________________
PDK/ss
<table>
<thead>
<tr>
<th>GROUP A (Continued):</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL ESTIMATED QUANTITIES: (TO BE AWARDED AS A GROUP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. 20 Laterals</td>
<td>Grouting of leaking laterals</td>
<td>$___________ /ea</td>
</tr>
<tr>
<td>13. 500 Lin. Ft.</td>
<td>Cleaning 12&quot; – 24&quot; storm sewer</td>
<td>$___________ /ft</td>
</tr>
<tr>
<td>14. 250 Lin. Ft.</td>
<td>Root or Grease Removal 12&quot; – 24&quot; sewer</td>
<td>$___________ /ft</td>
</tr>
<tr>
<td>15. 400 Lin. Ft.</td>
<td>Cleaning 30&quot; – 42&quot; storm sewer</td>
<td>$___________ /ft</td>
</tr>
<tr>
<td>16. 25 Lin. Ft.</td>
<td>Root or Grease Removal 30&quot; – 42&quot; storm sewer</td>
<td>$___________ /ft</td>
</tr>
<tr>
<td>17. 400 Lin. Ft.</td>
<td>Cleaning 48&quot; – 60&quot; storm sewer</td>
<td>$___________ /ft</td>
</tr>
<tr>
<td>18. 25 Lin. Ft.</td>
<td>Root or Grease Removal 48&quot; – 60&quot; storm sewer</td>
<td>$___________ /ft</td>
</tr>
<tr>
<td>19. 50 Each</td>
<td>Cleaning storm sewer catch basin manholes 1 ft.-6 ft. deep.</td>
<td>$___________ /ea</td>
</tr>
<tr>
<td>20. 25 Each</td>
<td>Cleaning storm sewer catch basin manholes 6 ft.-1&quot; – 10 ft. deep.</td>
<td>$___________ /ea</td>
</tr>
<tr>
<td>21. 10 Each</td>
<td>Cleaning storm sewer catch basin manholes 10 ft.-1&quot; – 16 ft. deep.</td>
<td>$___________ /ea</td>
</tr>
<tr>
<td>22. 72 Hours</td>
<td>Dewatering with 3&quot; centrifugal pump with 20 ft. suction and 100 ft. discharge hose</td>
<td>$___________ /hr</td>
</tr>
<tr>
<td>23. 72 Hours</td>
<td>Dewatering with 4&quot; centrifugal pump with 20 ft. suction and 100 ft. discharge hose</td>
<td>$___________ /hr</td>
</tr>
<tr>
<td>24. 10 Each</td>
<td>3&quot; discharge hose 100 ft. sections</td>
<td>$___________ /ea</td>
</tr>
<tr>
<td>25. 15 Each</td>
<td>4&quot; discharge hose 100 ft. sections</td>
<td>$___________ /ea</td>
</tr>
</tbody>
</table>

VENDOR NAME: ________________________________
PDK/ss
### SECTION 5, BID SUMMARY SHEET

**ITEM A (Continued):**

<table>
<thead>
<tr>
<th>ANNUAL ESTIMATED QUANTITIES</th>
<th>(TO BE AWARDED AS A GROUP)</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>26  10 Each</td>
<td>Suction Hose 100Ft. sections</td>
<td>$__________ /ea</td>
<td>$__________</td>
</tr>
<tr>
<td>27  15 Each</td>
<td>Point repair (8&quot; pipe) up to 9 linear feet</td>
<td>$__________ /ea</td>
<td>$__________</td>
</tr>
<tr>
<td>28  15 Lin. Ft.</td>
<td>Additional charge (8&quot; pipe) per linear foot</td>
<td>$__________ /ft</td>
<td>$__________</td>
</tr>
<tr>
<td>29  15 Each</td>
<td>Point repair (10&quot; pipe) up to 9 linear feet</td>
<td>$__________ /ea</td>
<td>$__________</td>
</tr>
<tr>
<td>30  20 Ln. Ft.</td>
<td>Additional charge (10&quot; pipe) per linear foot</td>
<td>$__________ /ft</td>
<td>$__________</td>
</tr>
<tr>
<td>31  20 Each</td>
<td>Point repair (12&quot; pipe) up to 9 linear feet</td>
<td>$__________ /ea</td>
<td>$__________</td>
</tr>
<tr>
<td>32  20 Ln. Ft.</td>
<td>Additional charge (12&quot; pipe) per linear foot</td>
<td>$__________ /ft</td>
<td>$__________</td>
</tr>
<tr>
<td>33  20 Each</td>
<td>Point repair (15&quot; pipe) up to 9 linear feet</td>
<td>$__________ /ea</td>
<td>$__________</td>
</tr>
<tr>
<td>34  20 Lin. Ft.</td>
<td>Additional charge (15&quot; pipe) per linear foot</td>
<td>$__________ /ft</td>
<td>$__________</td>
</tr>
<tr>
<td>35  10 Days</td>
<td>6&quot; vacuum assisted point pump, delivered to the job site.</td>
<td>$__________ /day</td>
<td>$__________</td>
</tr>
<tr>
<td>36  10 Days</td>
<td>By-pass pumping of sewage for collapsed/blocked line with 6&quot; pump, 20-ft. suction and minimum 500-ft. discharge hose. See bid specifications, Section 6, Item 35.</td>
<td>$__________ /day</td>
<td>$__________</td>
</tr>
</tbody>
</table>

**VENDOR NAME:** _______________________________________

PDK/ss
### SECTION 5, BID SUMMARY SHEET

**ITEM A (Continued):**

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<td></td>
<td></td>
</tr>
</tbody>
</table>

37. 200 Ft. Grout 6" pipe in place for abandonment  
     $___________ /ft  
     $___________

38. 200 Ft. Grout 8" pipe in place for abandonment  
     $___________ /ft  
     $___________

37. 150 Ft. Grout 10" pipe in place for abandonment  
     $___________ /ft  
     $___________

39. 150 Ft. Grout 12" pipe in place for abandonment  
     $___________ /ft  
     $___________

40. 5 Days Use of 6" Sloan Pump  
     $___________ /day  
     $___________

41. 30 CY Material Disposal  
     $___________ /CY  
     $___________

42. 10 SY Concrete Repairs  
     $___________ /SY  
     $___________

43. 10 EA. Concrete Collars  
     $___________ /EA  
     $___________

44. 10 SY Asphalt Repairs  
     $___________ /SY  
     $___________

45. 15 SF Brush Removal  
     $___________ /SF  
     $___________

46. 20 EA Baffle Replacement  
     $___________ /EA  
     $___________

47. 20 SY Sod Replacement and Grading  
     $___________ /SY  
     $___________

48. 15 LF Security Chain Replacement  
     $___________ /LF  
     $___________

49. 5 EA Grate Replacement  
     $___________ /EA  
     $___________

**TOTAL BID ITEM A (1 – 49 inclusive)..........................................................**  $___________

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**VENDOR NAME:** ____________________________

PDK/ss
SECTION 5, BID SUMMARY SHEET (Continued)
REQUIRED ADDITIONAL INFORMATION

A. COMPANY REPRESENTATIVE (See Special Condition 7)

________________________________________________________________________
Company Name
________________________________________________________________________
Company Representative
________________________________________________________________________
Street Address
________________________________________________________________________
City, State and Zip
________________________________________________________________________
Phone Number
________________________________________________________________________
Fax Number
________________________________________________________________________
Local/Toll-Free Phone Number
________________________________________________________________________
E-Mail Address
________________________________________________________________________
After normal business hours contact
________________________________________________________________________

B. EMERGENCY CALL-OUT CONTACTS: (See Bid Specification #6)

________________________________________________________________________
Name                                         Phone Number        Alternate Phone Number
________________________________________________________________________
Name                                         Phone Number        Alternate Phone Number
________________________________________________________________________
Name                                         Phone Number        Alternate Phone Number
________________________________________________________________________
Name                                         Phone Number        Alternate Phone Number
________________________________________________________________________
Name                                         Phone Number        Alternate Phone Number
________________________________________________________________________
Name                                         Phone Number        Alternate Phone Number

VENDOR NAME: __________________________________________
PDK/ss
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.
SECTION 6, BID SPECIFICATIONS

1. **GENERAL REQUIREMENTS:** The intent of this contract is to provide for cleaning and video inspections of gravity sewer mains throughout Broward County. There will be requirements for "tubing out" from the streets into backyards through fences and other obstacles to clean gravity or force sewer lines for teleinspection.

2. **GUIDELINES:** Operations are to be performed in accordance with the National Association of Sewer Service Companies (NASSCO) Specification Guidelines for Sewer Collection System Maintenance and Rehabilitation, eighth edition, January 1994 or as amended.

3. **SCHEDULES:** A detailed work schedule shall be submitted by the Awardee(s) and approved by SBBC before commencement of work each week. Should there be any changes in the schedule submitted by the Awardee(s), the Awardee(s) is to notify SBBC at once. SBBC reserves the right to make changes to the schedule as needed.

4. **TRAFFIC CONTROL:** The Awardee(s) shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. SBBC's representative reserves the right to shut down any job site for unsafe conditions.

5. **SERVICE RESPONSE:** Service must begin within two (2) hours of notification. Awardee(s) who do not meet this requirement may be considered non-responsive.

6. **EMERGENCY CALL OUT:** Emergency call-out is responding on short notice to perform any of the services listed in this ITB. This may be required outside of normal working hours such as after 4:00 p.m. or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with Awardee(s). The Awardee(s) should submit and maintain a valid emergency list consisting of no less than five (5) local contact numbers for no less than three (3) company representatives to be submitted with the bid or upon request.

7. **CLEANING:** The intent of sewer line cleaning shall be to remove sand, silt, dirt, roots, rags, grease and other material from the lines and restoring the line to a minimum 95% of the original vertical height of the pipe. All debris is to be removed from the downstream manhole using a vacuum extraction unit. The evaluation of the condition of these sewers depends extensively on the cleanliness of the lines; the importance of this operation is emphasized. Acceptance of sewer line cleaning shall be made upon the successful completion of the video inspection and must be to the satisfaction of SBBC.

8. **MATERIAL REMOVAL:** All rocks, sand, dirt, grease and other materials removed during the cleaning operation shall be removed at the downstream manhole of line section being cleaned. Passing material from manhole section to manhole section will be deemed unacceptable, unless instructed by SBBC in emergency situations. All debris from cleaning is to be removed with a vacuum extraction unit and disposed of by the Awardee(s) to a Department of Natural Resource Protection (DNRP) approved disposal site. Equipment used to remove debris is required to have necessary state and county licenses for transporting and dumping sewer debris.

9. **ROOT REMOVAL:** Roots shall be removed from any and all lines where root intrusion is a problem. This may be achieved by using root cutters, porcupines, (approved) chemical root treatment and/or high-velocity jet cleaners. Lines still containing heavy roots or blocked by roots will be deemed unacceptable and no payment will be made for that line section until all roots are removed.
SECTION 6, BID SPECIFICATIONS (Continued)

10. **CONDITIONS:** It is recognized that there are some conditions, such as broken pipe and major blockages that prevent cleaning being accomplished or where additional damage could result if cleaning were to continue. Should such conditions be encountered, the Awardee(s) shall immediately notify SBBC. The Awardee(s) will not be required to clean those specific sewer sections unless so instructed by SBBC.

11. **PRECAUTIONS:** Cleaning precautions shall be taken in the use of cleaning equipment. When operating equipment which depends on water pressure to provide its cleaning force or tools which retard the flow in the sewer, precautions shall be taken to insure that the water pressure does not damage the surrounding area or cause flooding of public or private property being served by the sewer. In the event property damage does occur from water pressure during the cleaning operation, the Awardee(s) will be responsible to make restitution to the damaged party(ies).

12. **JET VACUUM EQUIPMENT:** All combination hydro-cleaning equipment shall be capable of removing dirt, sand, rocks, grease, debris and obstructions from gravity sewer lines. The equipment shall have a minimum of (3) three nozzles producing a scouring action of 15 to 45 degrees at a minimum of 2,000 PSI (pounds per square inch) in all size lines designated to be cleaned. The equipment must afford a high-velocity handgun to be used for washing and scouring the walls and floor of each manhole connected to sewer lines being cleaned. The equipment is required to be equipped with an anti-siphon filler device to prevent contamination of the water systems. The equipment shall carry its own water tank, auxiliary engines, pumps, hydraulically-driven hose reel and vacuum system to complete the cleaning operation. Any other equipment needed to facilitate easement cleaning shall be provided by the Awardee(s) at no cost to SBBC.

13. **WATER SUPPLY:** Water used for all work shall be furnished by SBBC, however, all water must be metered through SBBC’s meter. Failure by the Awardee(s) to meter the water could result in his being fined or charged for estimated water used.

14. **ACCEPTANCE OF CLEANING OPERATION:** If the video inspection shows the cleaning to be unsatisfactory, the Awardee(s) shall be required to re-clean and re-inspect the sewer line until the cleaning is shown to be acceptable by the SBBC representative. In the areas where video inspection is not performed by the Awardee(s), SBBC, at its own discretion may film “clean only” lines and if found to be unsatisfactory, shall be re-cleaned by the Awardee(s) at no cost to SBBC.

All lines which have sags or dips, to an extent that the video camera lens becomes submerged for three (3) or more linear feet during the inspection and if jetting is not able to evacuate the dip, the Awardee(s) shall pull a double squeegee and/or sponges through the lines in order to remove the water from those dips or sags.

Water removal shall be performed until the camera lens is no longer submerged. This requirement may be waived by SBBC if the water in which the camera lens is submerged is clean enough to allow the identification of pipe defects, or heavy sand infiltration entering in the line section.
SECTION 6, BID SPECIFICATIONS (Continued)

15. **VIDEO INSPECTION:** The color camera used for the inspection shall be one specifically designed and constructed for inspection of sewer lines. It shall be capable of panning 275 degrees and rotating 360 degrees to enable complete inspection of sewer line periphery and lateral connections at the main. Lighting for the camera shall be sufficient to allow a clear picture of the entire periphery of the pipe and laterals. In no case shall the camera be pulled/crawled through the pipe at a speed greater than 30 ft./minute. If, during the inspection operation, the camera will not pass through the entire section of pipe, the Awardee(s) shall set up the equipment at the opposite manhole. It will be required that the Awardee(s) make use of a tractor/crawler to effect this process in the event the line has an obstruction. If the camera again fails to pass through the entire section of pipe, the inspection shall be considered complete.

The importance of accurate distance measurement is emphasized. Measurements for location of defects shall be above ground by means of an electronic metering device. Marking of the cable, or the like, will not be acceptable. This information as well as accurate manhole numbers shall be recorded on the electronic video media for each line segment recorded.

16. **SURVEY LOGS:** Inspection reports shall be submitted in printed hardcopy and electronic data format using RJN Lineview or an equivalent system. These records must clearly show the location of each infiltration point observed during the inspection. These reports must also include, but are not limited to the following:

1. Correct manhole numbers
2. Correct address of manhole
3. Pipe size, length and material
4. Manhole depth
5. Quarter section page number
6. Electronic video media number and index
7. Footage locations, descriptions and estimated leak rates for visible point sources of infiltration/inflow.
8. Footage locations and description of structural defects such as obstructions, any remaining root intrusion, offset joints, cracked pipe, holes, collapses, sags, protruding service connections and/or blockages in the pipe.

All reports and electronic data **MUST** be submitted with the electronic video media on a weekly basis for review.

RJN Linemate/Lineview is manufactured by the RJN Group, 200 West Front Street, Wheaton, IL 60187, Attention: Bill Kienzle 1-800-227-7828.

The Awardee(s) shall discuss terminology to be used for this project with the SBBC representative so it will be compatible with terminology used by the Physical Plant Operations Department.
SECTION 6. BID SPECIFICATIONS (Continued)

17. **MANHOLE REPORTS:** When performing video inspections or preventive maintenance cleaning, the Awardee(s) will be required to complete and submit a manhole inspection report for all manholes encountered. The report forms shall be supplied by SBBC for reproduction and will include, but are not limited to the following items:

1. Manhole condition
2. Rim and cover condition
3. Bench condition
4. Manhole depth
5. Rate of inflow/infiltration
6. Manhole size
7. Area subject to ponding

**NOTE:** Due to some easement conditions the Awardee(s) will be responsible for arranging access to manholes as well as locating and uncovering them as needed. Any manholes located below grade are to be brought to the SBBC representative’s attention in writing, so corrections can be made.

18. **ELECTRONIC VIDEO MEDIA:** The purpose of video recordings shall be to supply a visual and audio recording of lines inspected so they may be replayed at a later date. The video inspection shall be video recorded on high quality, VHS or DVD COLOR format tapes. All videotaping shall be performed at SP mode (standard play, 2 hours/tape or best quality speed on DVD). Each video recording shall be clearly labeled with the individual manhole numbers clearly listed in order of record. The video recordings are to be furnished to SBBC with a printed hard copy and electronic data inspection report at the completion of each week’s work for review and will become the property of SBBC.

19. **VOICE NARRATION:** The Awardee(s) shall discuss the terminology to be used for audio narration operations with SBBC. The intent is to be compatible with terminology used by Physical Plant Operations Department. Use of non agreed upon standard terminology will be a cause for rejection and subsequently delay of payment.

20. **ACCEPTANCE:** Electronic video media displaying poor video quality will be deemed unacceptable and no payment will be made until lines are re-recorded. Poor video refers to, but is not limited to, the following: grease or debris on the lens, camera underwater, picture too dark, pictures unclear, poor/no audio, etc.

21. **ENGINEERING INSPECTION:** Video inspection refers only to inspection of newly installed pipe. No compensation will be paid for cleaning as this is the responsibility of the installation Awardee(s). It will be required for the Awardee(s) to make use of a tractor/crawler for this task. The electronic video media is to be given to Physical Plant Operations, furnished in color, using the VHS or DVD format and delivered to SBBC within forty-eight hours of actual inspection.

22. **CHEMICAL GROUTING:** The intent of chemical sealing is to eliminate sources or possible sources of inflow/infiltration within the sewer system by means of injection. The application of the sealing grout shall be by means of remote-controlled equipment designed to be positioned at the specific defect to be sealed. Sufficient pressure must be introduced to pass the grout through the opening and fill the voids outside the pipe/manhole as well as the opening in the pipe/manhole walls. All line segments to be grouted shall be air tested and video recorded on VHS tapes or DVD media for review.

VENDOR NAME: ________________________________
PDK/ss
SECTION 6, BID SPECIFICATIONS (Continued)

23. **JOINT SEALING EQUIPMENT:** The basic equipment shall consist of the following: closed circuit TV system, grout tanks, pumps, regulators, valves, hoses and joint sealing packers for the various sizes of pipe. The packer shall be a cylindrical case with a smaller diameter than the pipe size with cables at either end to pull it through the line. The packer shall also be constructed in such a manner as to allow a restricted amount of sewage flow at all times.

24. **LATERAL SEALING EQUIPMENT:** Lateral sealing packers will also be available to seal laterals 4 inches and 6 inches from within the main line. The lateral sealing inversion tube shall reach a minimum of 4 feet into the lateral. If this method is unable to be utilized, a lateral packer will be made available to seal laterals by entering the pipe through the cleanout. The Awardee(s) shall also be able to seal "Siamese Laterals" (8" x 6" tee) from within the mainline.

25. **SEALING RECORDS:** Sealing reports shall be submitted in printed hard copy and electronic data format using RJN lineview or an equivalent system. These records must clearly show the location of each infiltration point sealed during the procedure. These reports must also include, but are not limited to the following:

1. Correct manhole numbers
2. Correct address of manhole
3. Pipe size, length and material
4. Manhole depth
5. Quarter section page number
6. Electronic video media number and index
7. Footage locations, descriptions and estimated leakage rates for visible point sources of infiltration inflow.
8. Footage locations and descriptions of structural defects such as obstructions, any remaining root intrusion, offset joints, cracked pipe, holes, collapses, sags, protruding service connections and/or blockages in the pipe.

26. **ACCEPTANCE:** The entire process of sealing joints shall be video recorded including before and after the procedure. Joints will be pressure tested for the effectiveness of the grout and recorded on the electronic video media. Any failed post test or visible infiltration shall not be approved and will delay payment. All chemical sealing shall be guaranteed for a minimum of one calendar year.

27. **MANHOLE SEALING:** The intent of chemical sealing is to eliminate sources or possible sources of inflow/infiltration within the manhole structure by means of injection. Manhole sealing shall include the manhole base, walls, corbel/cone and chimney.

28. **MANHOLE SEALING EQUIPMENT:** The basic equipment shall consist of grout tanks, pumps, regulators, valves, hoses and all other necessary equipment and tools required to seal manholes. All injection points are to be filled with a cementious mortar and made smooth. All cementious mortars used are to be a non-shrinking type.

29. **MANHOLE SEALING ACCEPTANCE:** All manholes grouted will be inspected by SBBC for infiltration and no payment will be made until sealing is completed to stop all infiltration. All sealing of manholes shall be guaranteed for a minimum of one calendar year.
30. **GROUT PIPE IN PLACE FOR ABANDONMENT:** The intent of this item is to grout fill pipe in place to remove it from service. These pipes will be, but are not limited to, water mains, sanitary sewer gravity mains and force mains. The Awardee(s) will be responsible for supplying and installing end plugs, inlet/vent piping, grout, pumps, hoses, mixers and all other necessary and miscellaneous items required for completely filling the selected pipe with non-shrink cementious grout. The pipe shall be square cut at both ends and grout plugs installed with inlet/vent pipes at each end. The grout shall then be pumped into the pipe from the inlet end, pushing out all air and water from the line, until the grout exits the vent pipe at the other end. Only when grout is observed exiting the vent pipe will the line be considered completed and payment approved.

31. **CHEMICAL SEALING MATERIALS:** Chemical sealing materials used shall be AV-100 acrylamide grout or AV-118 duriflex plus activators, initiators and inhibitors recommended by the manufacturer Avanti International, Houston, Texas, or equivalent.

32. **CURED-IN-PLACE SECTION PIPE LINING:** This work will take place in installations of point repairs in 8" - 12" host pipes in various locations throughout Broward County. The repair system used will be chemically resistant to raw sewage and hydrogen sulfide when cured. The liner shall be fabricated from fiberglass matting material, fully impregnated with an epoxy resin and fitted to a size that when installed, will neatly fit the internal circumference of the host pipe being repaired. This installation will bring back the structural integrity of the host pipe and stop any infiltration caused by the damaged pipe. In general the liner will be a minimum of three feet and a maximum of eight feet. The liner shall overlap all damaged pipe zones by at least twelve inches. The cured-in-place sectional pipe liner used shall be New life Systems manufactured by Stephen's Technologies, Inc. or equivalent. All equivalent systems shall have been manufactured for a minimum of five years and have been installed in approximately 200 locations at various municipal entities nationwide. (References may be required) The liner shall be designed in accordance with ASTM F1216 or as amended and resist buckling.

After the sectional liner has been cured in place, the Awardee(s) shall reconnect the service connections as needed when covered by the repair. Cutting of the liner pipe shall be done from the interior of the pipeline using a robotic cutter. The hole, when cut for reconnection, shall be neat and smooth in order to prevent a blockage at the service connection. Cut-out connections shall be opened to a minimum of 95 percent of the flow capacity of the building connection. All liner remnants shall be recovered at the downstream manhole and removed. Any active leaks at the reconnected lateral (between the liner and the existing pipe) shall be grouted.

33. **CLEANING PRIOR TO LINING:** Prior to any lining of a pipe, it shall be responsibility of the Awardee(s) to clean the line in accordance with section 6, Items 8 - 15 of these specifications. Cleaning prior to lining shall be considered as part of the lining process and no additional compensation will be made.

34. **TELEVISION SURVEY FOR LINER INSTALLATION:** Pre-installation television survey shall be performed in accordance with Section 6, Items 16 - 22, of these specifications. A post-construction video survey shall also be performed for the purpose of inspecting the finished installation of the liner only. Pre and post installation television surveys shall be considered as part of the lining process and no additional compensation will be made.
35. **BY-PASS PUMPING OF SEWAGE:** The purpose of a by-pass operation is to pump sewage around a manhole or section of sewer which has collapsed or has a blockage to the extent that the sewage will not pass through the line and the possibility of overflow, determined by SBBC, is eminent.

The Awardee(s) shall provide at a minimum, a 6” pump with suction and discharge lines capable of bypassing a line section a minimum of 500 feet at peak flow conditions. This work may be required by SBBC after regular working hours or on weekends as an emergency.

36. **REPAIRS DUE TO Awardee’S OPERATIONS:** The Awardee(s) shall be responsible for repairs to the sewers which are necessary due to damage caused by the Awardee(s) operations including irretrievable equipment. Such repairs will be considered as part of the work and no extra compensation will be made. The damaged area shall be repaired by the Awardee(s) according to SBBC specifications. The Awardee(s) shall be responsible for all damages, public or private, caused by his operations. If the Awardee(s) fails to make necessary repairs immediately, SBBC shall have the right to make the repair or have the repair made and charge the Awardee(s) all costs incurred, including administrative costs and overhead. SBBC may also charge the Awardee(s) for any fines or penalties imposed due to such damage.

37. **SCOPE**

A. Payment for various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor operations and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenance items of work.

B. Payment for the various items of the Bid Schedule shall constitute full compensation for CONTRACTOR's superintendent at the job site full-time during construction, for furnishing and installing all pipe and structures complete in place including but not limited to bends, tees, outlets, fittings, blind flanges and specials, including connections to existing pipelines shown on the Drawings; including surveying both horizontal and vertical control for construction of the roadways, structures, pipeline and appurtenances; including all earthwork, trench excavation as shown on the Drawings, removal and disposal of waste, unsuitable and excess material, furnishing and installing pipe bedding material, all backfill and compaction of native material, and dewatering as required; including potholing to verify locations of existing utilities; the restoration of interfering portions of existing service and utility lines that are not included in other bid items and shown on the Drawings, including replacement of sewer lines with ductile iron pipe where the minimum vertical clearances are not met for the sewer line shown; restraint of pipe shown on the Drawings and grouting of pipe joints; including providing the water for pressure testing, cleaning the pipe and disinfection, and disposal of the water as required when completed; furnishing, installation, and removal of test heads, cleanup; and restoration of all improvements incidental to construction for which there are no other bid...
SECTION 6, BID SPECIFICATIONS (Continued)

items; including but not limited to, sprinkler systems, drainage systems, guardrails, landscaping, fences, curbs and gutters, and all other work not included in other bid items.

C. Payment shall also include providing the necessary equipment and manpower to pothole and verify depths and locations of existing utilities sufficiently ahead of construction to avoid conflicts with the design alignment and grade of the transmission and collection pipelines. Conflicts with utilities shown on the Drawings which result from the CONTRACTOR’s negligence to pothole sufficiently ahead of construction (a minimum of two (2) days ahead of construction of the pipeline or as approved by the ENGINEER) shall be resolved by the CONTRACTOR at no additional cost to the OWNER.

D. Payment for all bid items shall constitute full compensation for the complete installation of each bid item including but not limited to excavation, dewatering, backfill and compaction. The work shall include for all bid items to be completed, tested and ready for acceptance by the appropriate government agency.

E. No separate payment for pavement restoration will be made unless specifically shown on the plans or directed by the ENGINEER. All bid items shall include pavement restoration.

37. SEWER CLEANING IN 6” – 24” PIPE

A. Measurement and payment to clean sewer pipe will be based upon the actual linear feet of pipe cleaned, in accordance with the requirements of the Contract Documents.

B. Payment for cleaning pipe will be made at the price bid, per linear foot, named in the Bid Schedule, which price shall constitute full compensation for the cleaning of gravity pipe, including but not limited to removal and disposal of material contained within the sewer pipe, and any restoration work required to restore the area around the pipe disturbed during the cleaning operation.

38. VIDEO RECORDING OF SEWER MAIN 6” – 24” FOR ENG. INSPECTION

A. Measurement and payment for providing video inspection of pipe will be based upon the actual linear feet of pipe video inspected, in accordance with the requirements of the Contract Documents.

B. Payment for Video Recording of Sewer Main for Engineer Inspection will be made at the price bid, per linear foot, named in the Bid Schedule, which price shall constitute full compensation for Video Recording of Sewer Main for Engineer Inspection, including but not be limited to, mobilization of video equipment, video inspection, preparation of a report summarizing all of the findings in the video inspection, providing 2 copies of all video inspection recorded and all related labor and materials. CONTRACTOR will be responsible for all coordination and scheduling of video inspection services. All inspections are to be observed by the ENGINEER. Additional video inspection required due to quality of the footage and/or cleanliness of the pipe will be provided at no additional cost to the School Board of Broward County.
39. **CLEAR OBSTRUCTION OR BLOCKAGE IN SANITARY OR STORM SEWER**

   A. Measurement and payment to Clear Obstruction or Blockage In Sanitary or Storm Sewer pipe will be based upon the actual hours spent to clear the obstruction or blockage, in accordance with the requirements of the Contract Documents.

   B. Payment for clearing pipe will be made at the price bid, per hour, named in the Bid Schedule, which price shall constitute full compensation for the clearing of storm or sewer pipe, including but not limited to removal and disposal of material contained within the pipe, and any restoration work required to restore the area around the pipe disturbed during the clearing operation.

40. **EMERG. CALL OUT DAY OR NIGHT FOR ALL CONTRACT ITEMS WITHIN 2 HRS.**

   A. Measurement and payment will be based upon the actual hours spent during the emergency, in accordance with the requirements of the Contract Documents.

   B. Payment will be made at the price bid, per hour, named in the Bid Schedule, which price shall constitute full compensation for the entire time it takes to remedy the emergency situation. If any work completed during this time is covered by an existing line item, then that specific work shall be invoiced per the price listed in the bid schedule in addition to the per hour price for emergency call out.

41. **GROUTING OF LEAKING JOINT IN PIPE**

   A. Measurement for payment for Grouting of Joint in Drainage Pipe will be based upon the actual quantity, per each, of such joints grouted, all in accordance with the requirements of the Contract Documents.

   B. Payment for Grouting of Joint in Drainage Pipe will be made at the unit price per each named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the grouting including but not limited to excavation, dewatering, backfilled compaction, construction of the plug, and restoration and all else necessary for a complete and functional installation.

42. **GROUTING OF LEAKING MANHOLES**

   A. Measurement for payment for Grouting of Leaking Manholes will be based upon the actual vertical feet of manhole sealed and recoated. Grouting of Leaking Manholes shall be measured along the center vertical length of the manhole, all in accordance with the requirements of the Contract Documents.

   B. Payment for Grouting of Leaking Manholes shall be made at the price bid, per vertical feet named in the Bid Schedule which price shall constitute full compensation for the completed Grouting of Leaking Manholes and shall include but not be limited to, all labor, equipment, services, supervision and materials for Grouting of Leaking Manholes. The work shall include all surface preparation, leak repair, crack repair, installation of the coating in accordance with the manufacturer’s recommendations, and inspection of the finished coating system.
SECTION 6, BID SPECIFICATIONS (Continued)

43. GROUTING OF LEAKING LATERALS
   A. Measurement for payment to Grout of Leaking Laterals will be based upon the actual linear feet of lateral
      grouted all in accordance with requirements of the Contract Documents.
   B. Payment for Grout of Leaking Laterals will be made at the unit price per linear feet named in the Bid
      Schedule, which price shall constitute full compensation for the completed installation of the grouting including
      but not limited to excavation, dewatering, backfilled compaction, construction of the plug, and restoration and
      all else necessary for a complete and functional installation.

44. CLEANING OF 12" - 24" STORM SEWER
   A. Measurement and payment to clean and desilt existing drainage pipe will be based on linear feet of pipe
      cleaned and desilted, in accordance with the requirements of the Contract Documents.
   B. Payment for cleaning pipe will be made at the price bid, per linear foot, named in the Bid Schedule, which
      price shall constitute full compensation for the cleaning of gravity pipe, including but not limited to removal and
      disposal of material contained within the sewer pipe, and any restoration work required to restore the area
      around the pipe disturbed during the cleaning operation.

45. ROOT OR GREASE REMOVAL
   A. Measurement for payment for Root or Grease Removal shall be measured in actual linear feet of sanitary
      sewer mains (< 12-inch diameter) satisfactorily cleaned by removing roots from the interior of the main
      and de-scaling the main. Measurement shall be along the length of the centerline of sewer, which
      cleaning was performed, between manholes, measured to the nearest foot from inside wall of the
      manhole to the inside wall of the other manhole and not including the manhole chamber, in accordance
      with Contract Documents.
   B. Payment for Root or Grease Removal will be made at the price bid, per linear foot, named in the Bid
      Schedule, which price shall constitute full compensation for the Root or Grease Removal, including but
      not limited to all labor, materials, and equipment necessary to satisfactorily remove roots from the
      interior of the main and de-greasing the main including water, hoses, and nozzles; mechanical methods
      of root removal and grease removal, all herbicides or chemical treatment, protection of property,
      restoration and clean-up.

47. CLEANING OF 30" - 42" STORM SEWER
   A. Measurement for payment to clean and desilt existing drainage pipe will be based on linear feet of pipe
      cleaned and desilted, in accordance with the requirements of the Contract Documents.
   B. Payment for cleaning pipe will be made at the price bid, per linear foot, named in the Bid Schedule, which
      price shall constitute full compensation for the cleaning of gravity pipe, including but not limited to removal and
      disposal of material contained within the sewer pipe, and any restoration work required to restore the area
      around the pipe disturbed during the cleaning operation.
48. **CLEANING OF 48" - 60" STORM SEWER**

   A. Measurement for payment to clean and desilt existing drainage pipe will be based on linear feet of pipe cleaned and desilted, in accordance with the requirements of the Contract Documents.

   B. Payment for cleaning pipe will be made at the price bid, per linear foot, named in the Bid Schedule, which price shall constitute full compensation for the cleaning of gravity pipe, including but not limited to removal and disposal of material contained within the sewer pipe, and any restoration work required to restore the area around the pipe disturbed during the cleaning operation.

49. **CLEANING STORM SEWER CATCH BASIN MANHOLES 1 FT - 6 FT DEEP**

   A. Measurement for payment to clean and desilt existing drainage structure will be based upon the actual number, per each, of such structures cleaned, in accordance with the requirements of the Contract Documents.

   C. Payment for cleaning and desilting existing drainage structure will be made at the unit price bid per each named in the Bid Schedule, which price shall constitute full compensation for the cleaning of existing drainage structure, including but not limited to removal and disposal of material contained within the existing drainage structure, and any restoration work required to restore the area around the existing drainage structure disturbed during the cleaning operation.

50. **CLEANING STORM SEWER CATCH BASIN MANHOLES 6 FT 1" - 10 FT DEEP**

   A. Measurement for payment to clean and desilt existing drainage structure will be based upon the actual number, per each, of such structures cleaned, in accordance with the requirements of the Contract Documents.

   B. Payment for cleaning and desilting existing drainage structure will be made at the unit price bid per each named in the Bid Schedule, which price shall constitute full compensation for the cleaning of existing drainage structure, including but not limited to removal and disposal of material contained within the existing drainage structure, and any restoration work required to restore the area around the existing drainage structure disturbed during the cleaning operation.

51. **CLEANING STORM SEWER CATCH BASIN MANHOLES 10 FT 1" - 16 FT DEEP**

   A. Measurement for payment to clean and desilt existing drainage structure will be based upon the actual number, per each, of such structures cleaned, in accordance with the requirements of the Contract Documents.

   B. Payment for cleaning and desilting existing drainage structure will be made at the unit price bid per each named in the Bid Schedule, which price shall constitute full compensation for the cleaning of existing drainage structure, including but not limited to removal and disposal of material contained within the existing drainage structure, and any restoration work required to restore the area around the existing drainage structure disturbed during the cleaning operation.
SECTION 6, BID SPECIFICATIONS (Continued)

52. DEWATERING WITH 3" CENTRIFUGAL PUMP WITH 20 FT SUCTION/100 FT DISCHARGE HOSE
   A. Measurement for payment for supplying a Centrifugal pump will be based upon the actual quantity, per each, of such pumps supplied, all in accordance with the requirements of the Contract Documents.
   B. Payment for supplying Centrifugal pumps will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the pump. Pump shall be in good working order including but not limited to fuel supply and functional dewatering and all else necessary for a complete and functional installation.

53. DEWATERING WITH 4" CENTRIFUGAL PUMP WITH 20 FT SUCTION/100 FT DISCHARGE HOSE
   A. Measurement for payment for supplying a Centrifugal pump will be based upon the actual quantity, per each, of such pumps supplied, all in accordance with the requirements of the Contract Documents.
   B. Payment for supplying Centrifugal pumps will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the pump. Pump shall be in good working order including but not limited to fuel supply and functional dewatering and all else necessary for a complete and functional installation.

54. 3" DISCHARGE HOSE 100 FT SECTIONS
   A. Measurement for payment supplying a discharge hose will be based upon the actual quantity, per each, of such 100 foot sections supplied, all in accordance with the requirements of the Contract Documents.
   B. Payment for supplying discharge hose will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the hose. Hose shall be in good working order including but not limited to functional connections and all else necessary for a complete and functional installation.

55. 4" DISCHARGE HOSE 100 FT SECTIONS
   A. Measurement for payment supplying a discharge hose will be based upon the actual quantity, per each, of such 100 foot sections supplied, all in accordance with the requirements of the Contract Documents.
   B. Payment for supplying discharge hose will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the hose. Hose shall be in good working order including but not limited to functional connections and all else necessary for a complete and functional installation.

56. SUCTION HOSE 100 FT SECTIONS
   C. Measurement for payment supplying a suction hose will be based upon the actual quantity, per each, of such 100 foot sections supplied, all in accordance with the requirements of the Contract Documents.

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D. Payment for supplying suction hose will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the hose. Hose shall be in good working order including but not limited to functional connections and all else necessary for a complete and functional installation.

57. **POINT REPAIR (8" PIPE) UP TO 9 LINEAR FEET**

A. Measurement for payment for Sanitary Sewer Point Repair shall be made per actual number of repairs of sanitary sewer main for various depths satisfactorily repaired, all in accordance with the requirements of the Contract Documents.

B. Payment will be made at the contract lump sum price bid as stated in the Bid Schedule for Sanitary Sewer Point Repair, and shall include all labor, materials, and equipment necessary to repair the existing sanitary sewer including coordination with existing utilities; protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, dewatering, completely drain and properly dispose of existing pipe contents, removal of existing damaged sanitary sewer, piping, fittings, backfill, compaction, and grading, post-installation video, repair of sags in line, all testing, restoration and clean-up. This item also includes removal and replacement of fences and gates, mailboxes, trees, shrubs, irrigation sprinklers, sod and other obstructions.

58. **ADDITIONAL CHARGE (8" PIPE) PER LINEAR FOOT**

A. Measurement for payment for furnishing pipe will be based upon the number of linear feet of such pipe actually supplied as determined by measurement along the centerline of the pipe, all in accordance with the requirements of the Contract Documents.

B. Payment for furnishing pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.

C. Payment shall include providing all necessary pipe, delivery and staging, as required.

59. **POINT REPAIR (10" PIPE) UP TO 9 LINEAR FEET**

A. Measurement for payment for Sanitary Sewer Point Repair shall be made per actual number of repairs of sanitary sewer main for various depths satisfactorily repaired, all in accordance with the requirements of the Contract Documents.

B. Payment will be made at the contract lump sum price bid as stated in the Bid Schedule for Sanitary Sewer Point Repair, and shall include all labor, materials, and equipment necessary to repair the existing sanitary sewer including coordination with existing utilities; protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, dewatering, completely drain and properly dispose of existing pipe contents, removal of existing damaged sanitary sewer, piping, fittings, backfill, compaction, and grading, post-installation video, repair of sags in line, all testing, restoration and clean-up. This item also includes removal and
SECTION 6, BID SPECIFICATIONS (Continued)

replacement of fences and gates, mailboxes, trees, shrubs, irrigation sprinklers, sod and other obstructions.

60. ADDITIONAL CHARGE (10” PIPE) PER LINEAR FOOT
   A. Measurement for payment for furnishing pipe will be based upon the number of linear feet of such pipe actually supplied as determined by measurement along the centerline of the pipe, all in accordance with the requirements of the Contract Documents.
   B. Payment for furnishing pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.
   C. Payment shall include providing all necessary pipe, delivery and staging, as required.

61. POINT REPAIR (12” PIPE) UP TO 9 LINEAR FEET
   A. Measurement for payment for Sanitary Sewer Point Repair shall be made per actual number of repairs of sanitary sewer main for various depths satisfactorily repaired, all in accordance with the requirements of the Contract Documents.
   B. Payment will be made at the contract lump sum price bid as stated in the Bid Schedule for Sanitary Sewer Point Repair, and shall include all labor, materials, and equipment necessary to repair the existing sanitary sewer including coordination with existing utilities; protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, dewatering, completely drain and properly dispose of existing pipe contents, removal of existing damaged sanitary sewer, piping, fittings, backfill, compaction, and grading, post-installation video, repair of sags in line, all testing, restoration and clean-up. This item also includes removal and replacement of fences and gates, mailboxes, trees, shrubs, irrigation sprinklers, sod and other obstructions.

62. ADDITIONAL CHARGE (12” PIPE) PER LINEAR FOOT
   A. Measurement for payment for furnishing pipe will be based upon the number of linear feet of such pipe actually supplied as determined by measurement along the centerline of the pipe, all in accordance with the requirements of the Contract Documents.
   B. Payment for furnishing pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.
   C. Payment shall include providing all necessary pipe, delivery and staging, as required.

63. POINT REPAIR (15” PIPE) UP TO 9 LINEAR FEET
   A. Measurement for payment for Sanitary Sewer Point Repair shall be made per actual number of repairs of sanitary sewer main for various depths satisfactorily repaired, all in accordance with the requirements of the Contract Documents.
SECTION 6, BID SPECIFICATIONS (Continued)

B. Payment will be made at the contract lump sum price bid as stated in the Bid Schedule for Sanitary Sewer Point Repair, and shall include all labor, materials, and equipment necessary to repair the existing sanitary sewer including coordination with existing utilities; protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, dewatering, completely drain and properly dispose of existing pipe contents, removal of existing damaged sanitary sewer, piping, fittings, backfill, compaction, and grading, post-installation video, repair of sags in line, all testing, restoration and clean-up. This item also includes removal and replacement of fences and gates, mailboxes, trees, shrubs, irrigation sprinklers, sod and other obstructions.

64. ADDITIONAL CHARGE (15” PIPE) PER LINEAR FOOT

A. Measurement for payment for furnishing pipe will be based upon the number of linear feet of such pipe actually supplied as determined by measurement along the centerline of the pipe, all in accordance with the requirements of the Contract Documents.

B. Payment for furnishing pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.

C. Payment shall include providing all necessary pipe, delivery and staging, as required.

65. 6” VACUUM ASSISTED POINT PUMP, DELIVERED TO THE JOB SITE

A. Measurement for payment for Vacuum Assisted Point Pump will be based upon the actual quantity, per each, of such pumps supplied, all in accordance with the requirements of the Contract Documents.

B. Payment for supplying Vacuum Assisted Point Pump will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the pump. Pump shall be in good working order including but not limited to fuel supply and functional dewatering and all else necessary for a complete and functional installation.

66. BYPASS PUMPING OF SEWAGE FOR COLLAPSED/BLOCKED LINE WITH 6” PUMP, 20 FT SUCTION AND MINIMUM 600 FT DISCHARGE HOSE

A. Measurement for payment for Bypass Pumping shall be based on the complete bypass operation in accordance with the School Board of Broward County requirements and specifications.

B. Payment of the applicable Contract lump sum price shall be full compensation for furnishing all labor, materials, equipment as necessary for bypass operations and contingency plan as required, including pumps, piping, and hoses; tankers; temporary bypass and service piping; hauling and proper disposal of wastewater; plugging; gasoline/diesel fuel; protection of existing facilities, utilities, and property; traffic maintenance; signs and barriers; and all incidental work required to satisfactorily complete this item.
SECTION 6. BID SPECIFICATIONS (Continued)

67. GROUT 6" PIPE IN PLACE FOR ABANDONMENT

A. Measurement for payment for Abandon-in-Place Pipe, regardless of material, shall be measured in actual linear feet satisfactorily abandoned-in-place in accordance with the Contract Documents. Pipe abandonment shall be measured along the centerline without deduction for valves and fittings.

B. Payment will be made at the contract unit price bid per linear feet as stated in the Bid Schedule for Abandon-in-Place Pipe and shall include all labor, materials, and equipment to excavate, backfill and compact; sheet, shore, and brace; dewater; completely drain and properly dispose of pipe contents; grout fill, and plug or cap existing pipes of all services and sizes designated "to be abandoned" on the Drawings. Also included in this item is the removal of existing valve boxes located on valves connected to piping designated to be retired. Valve boxes shall be removed, backfilled and compacted with suitable material.

68. GROUT 8" PIPE IN PLACE FOR ABANDONMENT

A. Measurement for payment for Abandon-in-Place Pipe, regardless of material, shall be measured in actual linear feet satisfactorily abandoned-in-place in accordance with the Contract Documents. Pipe abandonment shall be measured along the centerline without deduction for valves and fittings.

B. Payment will be made at the contract unit price bid per linear feet as stated in the Bid Schedule for Abandon-in-Place Pipe and shall include all labor, materials, and equipment to excavate, backfill and compact; sheet, shore, and brace; dewater; completely drain and properly dispose of pipe contents; grout fill, and plug or cap existing pipes of all services and sizes designated "to be abandoned" on the Drawings. Also included in this item is the removal of existing valve boxes located on valves connected to piping designated to be retired. Valve boxes shall be removed, backfilled and compacted with suitable material.

69. GROUT 10" PIPE IN PLACE FOR ABANDONMENT

A. Measurement for payment for Abandon-in-Place Pipe, regardless of material, shall be measured in actual linear feet satisfactorily abandoned-in-place in accordance with the Contract Documents. Pipe abandonment shall be measured along the centerline without deduction for valves and fittings.

B. Payment will be made at the contract unit price bid per linear feet as stated in the Bid Schedule for Abandon-in-Place Pipe and shall include all labor, materials, and equipment to excavate, backfill and compact; sheet, shore, and brace; dewater; completely drain and properly dispose of pipe contents; grout fill, and plug or cap existing pipes of all services and sizes designated "to be abandoned" on the Drawings. Also included in this item is the removal of existing valve boxes located on valves connected to piping designated to be retired. Valve boxes shall be removed, backfilled and compacted with suitable material.

70. GROUT 12" PIPE IN PLACE FOR ABANDONMENT

A. Measurement for payment for Abandon-in-Place Pipe, regardless of material, shall be measured in actual linear feet satisfactorily abandoned-in-place in accordance with the Contract Documents. Pipe abandonment shall be measured along the centerline without deduction for valves and fittings.
SECTION 6, BID SPECIFICATIONS (Continued)

B. Payment will be made at the contract unit price bid per linear feet as stated in the Bid Schedule for Abandon-in-Place Pipe and shall include all labor, materials, and equipment to excavate, backfill and compact; sheet, shore, and brace; dewater; completely drain and properly dispose of pipe contents; grout fill, and plug or cap existing pipes of all services and sizes designated "to be abandoned" on the Drawings. Also included in this item is the removal of existing valve boxes located on valves connected to piping designated to be retired. Valve boxes shall be removed, backfilled and compacted with suitable material.

71. USE OF 6" SLOAN PUMP

A. Measurement for payment for supplying a Sloan pump will be based upon the actual quantity, per each, of such pumps supplied, all in accordance with the requirements of the Contract Documents.

B. Payment for supplying Sloan pumps will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the pump. Pump shall be in good working order including but not limited to fuel supply and functional dewatering and all else necessary for a complete and functional installation.

72. MATERIAL DISPOSAL

A. Measurement for payment of Material Disposal shall be measured in actual cubic yards removed and disposed of in accordance with the School Board of Broward County requirements and specifications. Extra volume beyond the limits of construction will not be measured for payment. The Contractor shall provide survey calculations to verify actual removed quantities.

B. Payment: Payment will be made at the contract unit price bid per cubic yard as stated in the proposal and shall include all labor, materials and equipment to remove and dispose of unsuitable material including the removal of overburden.

73. CONCRETE REPAIRS

A. Measurement for payment for Concrete Repairs shall be measured in actual square yards of concrete removed and replaced. Dimensions of replaced concrete shall match that of the existing. Replaced portions shall conform to the lines and grades of the removed portions.

B. Payment for Concrete Repairs will be made at the unit price per square yard as stated in the Bid Schedule for concrete repairs and shall include all labor, materials, and equipment for saw-cutting, removal and proper disposal of existing concrete, compaction, form work, concrete replacement, restoration, and clean-up for a complete installation.

74. CONCRETE COLLARS

A. Measurement for payment for Concrete Collars shall be measured in actual square yards of concrete installed. Dimensions of concrete collars shall match those specified by the School Board of Broward County. Concrete Collars shall conform to the lines and grades of the surrounding area and as specified by the School Board of Broward County.

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SECTION 6, BID SPECIFICATIONS (Continued)

B. Payment for concrete collars will be made at the unit price per square yard as stated in the Bid Schedule for concrete collars and shall include all labor, materials, and equipment for saw-cutting, removal and proper disposal of existing concrete, compaction, form work, restoration, and clean-up for a complete installation.

75. ASPHALT REPAIRS

A. Measurement for payment for Asphalt Repairs will be based upon the actual square yards of existing asphalt, paving and subgrade removal and replacement furnished and installed, all in accordance with the requirements of the Contract Documents. The width measured for payment of asphalt surface repair, as measured perpendicular to the centerline of the pipe, shall be limited to the width shown on the Drawings. The length shall be as measured along the centerline of the pipe.

B. Payment for Asphalt Repairs will be made at the unit price per square yard as stated in the Bid Schedule for asphalt repairs and shall include all labor, materials, and equipment necessary to provide a safe, smooth driving surface. The Work shall include saw cutting; pavement removal and proper disposal of exiting pavement, installing prime coat, tack coat, and asphalt, compaction, traffic signalization repair, and temporary striping and markings in accordance with the School Board of Broward County requirements and specifications. Payment will be made once and shall include both temporary and permanent Asphalt Roadway Replacement.

76. BRUSH REMOVAL

A. Measurement for payment for Brush Removal will be based upon the actual square foot of existing brush requiring removal or maintenance, all in accordance with the requirements of the Contract Documents.

B. Payment for Brush Removal will be made at the unit price per square foot as stated in the Bid Schedule for Brush Removal and shall include all labor, materials, and equipment necessary to provide for the required removal or maintenance of the brush. The Work shall include cutting trees no larger than 3-inches in diameter and removal and disposal of brush and debris in accordance with the School Board of Broward County requirements and specifications.

77. BAFFLE REPLACEMENT

A. Measurement for payment for Baffle Replacement shall be made per actual number of baffles replaced, all in accordance with the requirements of the Contract Documents.

B. Payment for Baffle Replacement shall be made based on the authorized quantity at the unit price indicated in the Bid Schedule and shall be full compensation for furnishing all labor, materials and equipment, including disposal of existing baffle as required to replace baffles.
SECTION 6. BID SPECIFICATIONS (Continued)

78. SOD REPLACEMENT AND GRADING

A. Measurement for payment for Sod Replacement and Grading shall be measured in actual square yards of sod furnished, laid, fertilized, watered and maintained for all areas, all in accordance with the requirements of the Contract Documents.

B. Payment for Sod Replacement and Grading will be made at the unit price per square yard as stated in the Bid Schedule for Sod Replacement and Grading, and shall include all labor, materials, and equipment necessary to furnish, install, fertilize, water and maintain a healthy stand of grass including any soil amendments or conditioning required to bring the existing soil to within acceptable pH levels as recommended by the sod grower.

79. SECURITY CHAIN REPLACEMENT

A. Measurement for payment for Security Chain Replacement will be based upon the actual linear feet removed and replaced complete, all in accordance with the requirements of the Contract Documents. All additional fencing damaged shall be replaced by the Contractor at their own expense.

B. Payment for Security Chain Replacement will be made at the unit price per linear feet as stated in the Bid Schedule for Security Chain Replacement and shall include all labor, materials, and equipment to remove and properly dispose of existing security chain and install new security chain including complete installation.

80. GRATE REPLACEMENT

A. Measurement for payment for Grate Replacement shall be made per actual number of grates replaced, all in accordance with the requirements of the Contract Documents.

B. Payment for Grate Replacement shall be made based on the authorized quantity at the unit price indicated in the Bid Schedule and shall be full compensation for furnishing all labor, materials and equipment, including disposal of existing grate as required to replace grates.
SECTION 7, REFERENCES, ATTACHMENT 1

REFERENCES: Please provide three references. All must be able to confirm that your firm has had at least two years of continuous experience prior to the date of the submission of this bid in the management and operation of Sewer Main Cleaning, Grouting and Video Inspection.

REFERENCES TO SHOW TWO YEARS OF CONTINUOUS EXPERIENCE AS NOTED ABOVE

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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(Company/Municipality Name)</td>
<td>(Street Address)</td>
<td>(City, State, Zip Code)</td>
</tr>
<tr>
<td>(Phone Number)</td>
<td>(Fax Number)</td>
<td></td>
</tr>
<tr>
<td>(Contact Person)</td>
<td>(E-mail Address)</td>
<td></td>
</tr>
<tr>
<td>Service From:</td>
<td>To:</td>
<td></td>
</tr>
</tbody>
</table>
### SECTION 7, REFERENCES, ATTACHMENT 1 (Continued)

3. 

- **(Company/Municipality Name)**

- **(Street Address)**

- **(City, State, Zip Code)**

- **(Phone Number)**

- **(Fax Number)**

- **(Contact Person)**

- **(E-mail Address)**

Service From: ______________________ To: ______________________
SECTION 7, ATTACHMENT 2
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

<table>
<thead>
<tr>
<th>Name of Bidder’s Employee</th>
<th>SBBC Title or Position of Bidder’s Employee</th>
<th>SBBC Department/ School of Bidder’s Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>________________________</td>
<td>________________________</td>
</tr>
<tr>
<td>_________________________</td>
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<td>________________________</td>
</tr>
<tr>
<td>_________________________</td>
<td>________________________</td>
<td>________________________</td>
</tr>
</tbody>
</table>

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by Bidder who are also employees of SBBC.

☐ I hereby affirm that all known persons who are employed by Bidder who are also employees of SBBC have been identified above.

__________________________________
Signature

__________________________________
Company Name

03/28/13
SECTION 7, ATTACHMENT 3
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 ____________________________
(Type of identification) My commission expires ____________________________

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

FORM: #4530
3/93

VENDOR NAME: ________________________________
PDK/ss
MINIMUM LIMITS OF INSURANCE

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

Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

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

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

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

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

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

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

REQUIRED CONDITIONS: Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, FL, its members, officers, employees and agents are added as additional insured. The endorsement # is: __________.

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

(**Please include the Contract # and Title on the Certificate of Insurance.)

(Certificate Holder: School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301.)

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

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

VENDOR NAME: ________________________________
PDK/ss
## SECTION 1

**LEGAL OPINION ABOUT OUT-OF-STATE BIDDING PREFERENCES**

*Must Select One*

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>The Bidder’s principal place of business is in the State of _______________ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.</td>
</tr>
<tr>
<td>_____</td>
<td>The Bidder’s principal place of business is in the State of _______________ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:</td>
</tr>
</tbody>
</table>

The undersigned attorney submits the foregoing opinions with the intention that they be relied upon by The School Board of Broward County, Florida in the letting of public contracts.

Signature of out-of-state Bidder’s attorney:

__________________________

Printed name of out-of-state Bidder’s attorney:

__________________________

Address of out-of-state Bidder’s attorney:

__________________________

Telephone Number of out-of-state Bidder’s attorney: (___) ____ - _____

Email address of out-of-state Bidder’s attorney: ____________________________

Attorney’s state(s) of bar admission:

__________________________

## SECTION 2

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES FOR A FLORIDA BIDDER ONLY**

*ATTORNEY’S OPINION AND SIGNATURE NOT REQUIRED FOR FLORIDA BIDDERS*  

*Must Select One*

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____</td>
<td>The Bidder’s principal place of business is in the political subdivision of Broward County, Florida.</td>
</tr>
<tr>
<td>_____</td>
<td>The Bidder’s principal place of business is in the political subdivision of _______________ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that political division.</td>
</tr>
<tr>
<td>_____</td>
<td>The Bidder’s principal place of business is in the political subdivision of _______________ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]:</td>
</tr>
</tbody>
</table>

__________________________

VENDOR NAME:

__________________________

PDK/ss
### Section 7, Attachment 6

**W-9**

**Request for Taxpayer Identification Number and Certification**

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return)</th>
<th>Exemptions (see instructions for details)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name/disregarded entity name, if different from above</td>
<td>Exempt payees code (if any)</td>
</tr>
<tr>
<td>[ ] Individual/sole proprietor</td>
<td>Exemption from FATCA reporting code (if any)</td>
</tr>
<tr>
<td>[ ] Corporation</td>
<td></td>
</tr>
<tr>
<td>[ ] S Corporation</td>
<td></td>
</tr>
<tr>
<td>[ ] Partnership</td>
<td></td>
</tr>
<tr>
<td>[ ] Trust/estate</td>
<td></td>
</tr>
<tr>
<td>[ ] Limited liability company, enter the tax classification [LLC corporation, LLC corporation, P]</td>
<td></td>
</tr>
<tr>
<td>Part of name or other identifying information</td>
<td></td>
</tr>
</tbody>
</table>

**Part I  Taxpayer Identification Number (TIN)**

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

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

**Social security number**

**Employer Identification number**

**Part II  Certification**

Under penalties of perjury, I certify that:

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

Certification instructions. You must check off item 2 above if you have been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of real property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 5.

**Sign Here**

**Signature of U.S. person**

**Date**

**General Instructions**

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9. For information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partnership share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from FATCA reporting is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partner's share of effectively connected taxable income from such business. Further, in certain cases where a Form W-8 has not been received, the rule under section 1446 requires a partnership to presume that a partner is a foreign person and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Cat. No. 10231X

**Form W-9 (Rev. 8-2013)**
Updating Your Information
You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reimbursable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that seeks to be an S corporation, or if you are no longer an exempt payee. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties
Failure to furnish TIN. If you fail to furnish your correct TIN to a requestor, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false statement with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Withholding falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TIN. If the requestor discloses or uses TINs in violation of federal law, the requestor may be subject to civil and criminal penalties.

Specific Instructions
Name
If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as" (DBA) name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation Enter the entity's name on the "Name" line and any business, trade, or "doing business as" (DBA) name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-3(c)(9). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-9 instead of a Form W-11. This is the case even if the foreign person has a U.S. TIN.

Note: Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust, estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "PP" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (requiring to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entries. Enter your business name as shown on the return U.S. federal tax documents on the "Name" line. This name should match the name shown on the chart or other legal document creating the entity. You may enter any business, trade, or "doing business as" name on the "Business name/disregarded entity name" line.

Exemptions
If you are exempt from backup withholding and/or FATCA reporting, enter the "Exempted by" box on code (e.g., "E9999") that may apply to you. See Exemption payee code and Exemption from FATCA reporting code on page 3.
Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, you must list your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see Limited Liability Company (LLC) on page 2), enter the owner’s SSN or EIN, if the owner has one. Do not enter the disregarded entity’s EIN. If the LLC is classified as a corporation or partnership, enter the entity’s EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can also get Forms W-7 and SS-4 from the IRS by writing IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write “Applied For” in the space for the TIN, sign and date the form, and give it to the requesting person. For interest and dividend payments, and certain payments made with respect to real property interests, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering “Applied For” means that you have already applied for a TIN or that you intend to apply for one.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person signing on the “Name” line must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are also required to provide your correct TIN to the requester, you must cross out Item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out Item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, excision or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.
What Name and Number To Give the Requester

For this type of account: Give name and SSN of:

1. Individual
   The individual
   The owner of the account or, if combined funds, the first individual on the account
   The minor
   The grantor-trustee
   The actual owner
   The owner
   The grantor

2. Two or more individuals [joint account]
   The individual
   The owner of the account or, if combined funds, the first individual on the account
   The owner or owner
   The grantor

3. Custodial account of a minor
   The minor
   The owner of the account or, if combined funds, the first individual on the account
   The minor
   The actual owner
   The owner
   The grantor

4. The usual revocable savings trust (grantor is also trustee)
   a. So-called trust account that is not a legal or valid trust under state law

5. Sole proprietorship or disregarded entity owned by an individual
   The owner
   The corporation
   The trust

6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.6011-4(b)(3)(ii)(A))
   The owner
   The corporation
   The trust

7. Disregarded entity not owned by an individual
   A valid trust, estate, or pension trust
   The owner
   The corporation
   The organization
   The partnership
   The grantor

8. A valid trust, estate, or pension trust
   The owner
   The corporation
   The organization
   The partnership
   The trust

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may fill out a tax return using your SSN to receive a refund.

To reduce your risk:
- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS regarding your account, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039. For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

VICTIMS OF Identity Theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate businesses and websites. The most common act is sending an email to a user asking the user to establish legitimate enterprise in an attempt to scam the user into revealing private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar sensitive access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4335).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you, mortgage interest paid, the acquisition or abandonment of second property, the cancellation of debt, or contributions made to an IRA, Archer MSA, or HSA. The person collecting this information may use the information on the form to file information returns with the IRS. Reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to citizens, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.
The School Board of Broward County, Florida

ACH Payment Agreement Form (ACH CREDITS)
(See General Condition 10)

VENDOR NAME: ____________________________________

Authorization Agreement

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

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

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

Account Information

| Name of Bank or Financial Institution: | ______________________________ |
| Branch/ State: | ______________________________ |
| Routing No: | ______________________________ |
| Account No: | ______________________________ |
| VENDOR AREA: | ______________________________ |
| Remittance Confirmation: | ______________________________ |
| (please select one) | ______________________________ |
| Federal Identification No. Vendor | ______________________________ |
| | ______________________________ |
| | ______________________________ |
| | ______________________________ |

Update Purchase Order Fax & Email Address

| Centralized Fax Number | ______________________________ |
| Centralized Email | ______________________________ |
| Centralized Phone No. | ______________________________ |

Signature

| Authorized Signature (Primary) and Business title: | ______________________________ |
| Date: | ______________________________ |
| Authorized Signature (Joint) and Business title: | ______________________________ |
| Date: | ______________________________ |

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

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# ______________________________ Date Entered ________________ Initials: ____________________
## SECTION 8, STATEMENT OF “NO BID”

If your company will not be submitting a bid in response to this Invitation to Bid, please complete this Statement of “No Bid” Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida  
Procurement and Warehousing Services  
7720 West Oakland Park Boulevard, Suite 323  
Sunrise, Florida 33351

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

Bid Number: __________________________________ Title: ____________________________________________

Company Name: __________________________________ Contact: ________________________________

Address: _________________________________________________________________________________

Telephone: ___________________________ Facsimile: ________________

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

Comments: ____________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

Signature: ________________________________ Date: ________________________________

---

VENDOR NAME: ________________________________

PDK/ss