



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0501 • FAX 754-754-0936

PROCUREMENT & WAREHOUSING SERVICES
RUBY CRENSHAW, CPPO, DIRECTOR
www.browardschools.com

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October 21, 2015

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Superintendent of Schools

Dear Prospective Bidders:

**SUBJECT: Instructions to Bidders
Invitation to Bid 16 -063C, ASPHALT AND PLAY COURT PAVING, REPAIRS, RESURFACING AND STRIPING**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **ASPHALT AND PLAY COURT PAVING, REPAIRS, RESURFACING AND STRIPING**. 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 ian.superville@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:

• **M/WBE CERTIFICATION/PARTICIPATION – SEE EXHIBIT A**

SBBC has implemented a Minority/Women Business Enterprise Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women business enterprises (M/WBE's) within the Board's market area to compete for the award of SBBC purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC, Supplier Diversity & Outreach Program Office. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550.

• **NON-MANDATORY BIDDERS' CONFERENCE**

A Bidders' Conference will be held on October 28, 2015, beginning at 10:00 a.m. Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, Bid Rooms 1 & 2, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

• **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 ian.superville@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.

Ian Superville
Acting Purchasing Agent IV

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DIVISION 0 DOCUMENTS ATTACHED

DOCUMENT NUMBER	DOCUMENT TITLE	NUMBER OF PAGES
00008	PRE-QUALIFICATION OF CONTRACTORS NOTICE	1
00009	BACKGROUND SCREENING OF CONTRACTUAL PERSONNEL	1
00220	BIDDER'S REQUEST FOR INFORMATION	1
00420	BID SECURITY FORM	2
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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due at 2:00 p.m. Eastern Time (ET):
November 10, 2015

ITB NO.:
16-063C

RELEASE DATE :
OCTOBER 20, 2015

PURCHASING AGENT:
Ian Superville
754-321-0541

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

BID TITLE:
ASPHALT AND PLAY COURT PAVING, REPAIRS, RESURFACING, AND STRIPING

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:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered 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 Bidder 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 GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

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.

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Bid Bond
Special Condition __ | <input type="checkbox"/> Descriptive Literature
Special Condition __ | <input type="checkbox"/> M/WBE Participation
Exhibit A | <input type="checkbox"/> Material Safety Data Sheets
Special Condition __ |
| <input type="checkbox"/> Manufacturers Authorization
Special Condition __ | <input type="checkbox"/> Conflict of Interest Form
Section 7, Attachment 1 | <input checked="" type="checkbox"/> Licenses | <input type="checkbox"/> Other _____
Special Condition __ |
| <input type="checkbox"/> Bidder's Preference Statement
Special Condition __ | | | |

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

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **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 even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not 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.
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted will govern.

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

 - a) **TAXES:** The School Board of Broward County, Florida does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. The Board specifically reserves the right to reject any conditional bid.

3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.
5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by 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.
6. **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.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of the School Board.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title to/ or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment will be made by 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).
11. **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 it has 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.
12. **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 Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.
14. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to 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 754-321-2158.
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 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 state 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 desirable that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free will be supplied.
29. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, 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 commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
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 in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, vendor agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
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.

35. **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)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by 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.

36. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations will be posted in Procurement and Warehousing Services and on www.demandstar.com on **November 16, 2015 at 3:00 p.m. ET**, 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 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.**

36. (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.

37. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. 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.)

38. **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment will result in refusal of shipment at vendor's expense.

39. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school 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.

40. **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 any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the VENDOR, its agents, servants or employees; the equipment of the VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the VENDOR, SBBC or otherwise.

41. **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 covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
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 be 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 and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 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 Executive Director, Public Relations & Governmental Affairs 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 or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
 - The Florida Certified Minority/Women Business Enterprise vendor;
 - The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
 - The Florida vendor, whose main office is in the State of Florida, 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.

49. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has a Minority/Women Business Enterprise (M/WBE) program. M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by minority persons. If the Bidder is a Certified M/WBE by SBBC, Bidder should indicate its certification number on the Bid Summary Sheet. **M/WBE participation is strongly encouraged.** For information on M/WBE Certification, contact the School Board's Supplier Diversity & Outreach Program at 754-321-0550 or www.broward.k12.fl.us/supply/vendor/mwbe.htm.
50. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents the School Board's material number for the item. It does not represent any manufacturer/distributor model/part number.
51. **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 entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- 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.**
- As of 7/01/15, Fieldprint, Inc. 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 Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** 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. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. 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: Fieldprint, Inc., 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 receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
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:
- For a period of two years, any bid submitted by vendor will not be considered and will not be recommended for award.
 - All departments being advised not to do business with vendor.
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 GG 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 thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation will be made to the School Board for the contract award's 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. 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

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **ASPHALT & PLAYCOURT PAVING, REPAIRS, RESURFACING & STRIPING** as specified herein. Unit prices quoted shall include on-site service to various schools, departments and centers at the direction of the Physical Plant Operations (PPO) Custodial Grounds Department, 3897 NW 10th Avenue, Fort Lauderdale, FL 33309, unless otherwise indicated. The Awardee(s) will receive individual Purchase Orders specifying the name and ship to address of the various schools, departments and centers. **One hard-copy bid must be sent with the bid and one identical electronic version of the bid, in PDF Format on CD/flash drive, should be submitted in time for bid opening.**

For Bid Groups A, B, and C: All bidders must be Pre-Qualified by The School Board of Broward County, Florida for the type of work specified herein at the time bids are opened.

2. **TERM:** The award of this bid shall establish up to three (3) contracts for the period of three (3) years from the Board approval date. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Service will be ordered on an as-needed basis. If only one bid is received, the term of the contract will be reduced to one year.
3. **AWARD:** In order to meet the needs of SBBC, each **GROUP**, as indicated on the Bid Summary Sheet, shall be awarded by **GROUP** to one primary awardee, and if it is in the SBBC's best interest to do so, up to two (2) alternate responsive and responsible Bidders, as alternate awardees, meeting specification, terms and conditions. The lowest bidder for each **GROUP** shall be considered the primary awardee and should receive the largest volume or all of the work. Therefore, it is necessary to bid on every item in the **GROUP**, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure services from the second or third lowest Bidders if SBBC chooses to award alternate awardees when: q) the lowest Bidder cannot comply with delivery requirements or specifications; b) the lowest Bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC to do so. SBBC is under no obligation to award any alternate awardees.

SBBC reserves the right to procure ASPHALT & PLAYCOURT PAVING, REPAIRS, RESURFACING & STRIPING 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 (2) years, as described in General Conditions 22, 33 and 54.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Mr. Ian Superville, Purchasing Agent, Procurement and Warehousing Services, 754-321-0541 or e-mail at ian.superville@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. Superville**, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted 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.

VENDOR NAME: _____
IS/pg

SECTION 4, SPECIAL CONDITIONS (Continued)

5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 180 days beyond the expiration date of the final renewal period. 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 entire contract duration, including any renewals. The Bidder(s) agrees to this condition by signing its bid.
6. **INTERNET-BASED COMPANY ACCESSIBILITY:** SBBC is interested in learning if bidders are currently utilizing or is in the process of developing Internet accessibility. Please answer the questions regarding internet accessibility on the Additional Information Sheet. This information, while useful to SBBC, will not be utilized for evaluation of bids submitted.
7. **COMPANY REPRESENTATIVE:** Bidder(s) should 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. **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 Multiplier contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.
9. **SUBCONTRACTING:** Awardees **may not subcontract** any repair project work without the prior written approval of the PPO Supervisor assigned. If subcontractors are approved by SBBC, they must be in compliance with all licensing and certification requirements, as well as be in compliance with the security clearance requirements set forth in General Conditions 50.
10. **PENALTY:** A penalty of \$500.00 per day will be assessed if a job is not completed within the given timeframe.
11. **FAMILIARITY WITH LAWS:** Awardees are required to be familiar with all Federal, State and local laws, codes, rules and regulations controlling the action of those engaged in this type of work, or affecting material used, and govern themselves in accordance with them.
12. **ACCEPTANCE OF MATERIALS:** Any materials that may be delivered under this bid shall remain the property of the awardees until a physical inspection of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein and be fully in accord with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request and return the product to the awardee at the awardee's expense.

VENDOR NAME: _____

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SECTION 4, SPECIAL CONDITIONS (Continued)

13. **WARRANTY:** Any materials that MAY be delivered under this bid must include the manufacturer's standard warranty. Warranty shall begin after delivery and acceptance by an authorized representative of SBBC. Additional warranty and guarantee provisions are listed specifically in the Bid Specifications.

The Awardee shall fully guarantee the cost of parts and labor (except for abusive or operator incurred damage which could have been avoided by referring to instructional manual) for a period of **one year for all items** after date of delivery and installation to provide SBBC with an "**on-site**" warranty. In the event a dispute on requested repairs between SBBC and the Awardee, the decision of SBBC shall be final and binding on both parties.

The Awardee, after being notified, shall **have all needed repairs started within 48 HOURS**. **LOCAL** repair station must be staffed with in-house factory trained personnel. **The repair station must be authorized by the manufacturer.** If the bid submitted is from other than the manufacturer, then proof that the local repair station is authorized by the manufacturer must be submitted with the bid or upon request. Failure to submit the required proof **with the bid or upon request** will result in disqualification, of bid submitted. For the purpose of this bid, "**LOCAL**" repair station means location in Broward, Miami-Dade or Palm Beach County. Repairs can be made either at the school/department/center or at the **LOCAL** repair station. It is the responsibility of the **Bidder or the Bidder's repair station** to transport the equipment from and to the original location if repairs cannot be accomplished at the location. The Bidder's repair station shall be equipped with a complement of parts to adequately service and fulfill the guarantee of the items covered in this bid. **The name and address of the repair station must be submitted on the Vendor Check List in location designated. Bidder shall be completely and solely responsible for the coordination and completion of all repairs, including pickup at site and reinstallation of any equipment.** Failure to include this information shall result in disqualification of bid submitted. Upon request, equivalent **LOANER EQUIPMENT** will be made available, if repairs cannot be completed at the location (school/department/center).

14. **DELIVERY:** All assigned work **must** be completed within **the agreed upon timeframe** after receipt of the "Notice To Proceed". Prior written approval, by the PPO Supervisor assigned, will be necessary to extend this timeframe for larger jobs. All changes must be in writing and approved by the PPO Supervisor assigned two (2) business days prior to the change in the project. The school's Principal or designee shall also be notified two (2) business days before work starts by the awardee.

15. **AUTHORITY TO PERFORM:** All work required by awardees will be authorized and directed through the PPO Supervisor assigned within the PP Department or PPO Zone as follows:

<u>PPO Area</u>	<u>Phone Number</u>
PPO Custodial/Grounds District-wide	(754) 321-4300
Zone 1 (North Area)	(754) 321-2800
Zone 2 (Central Area)	(754) 321-1450
Zone 3 (South and Southwest Areas)	(754) 321-2900

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.

VENDOR NAME: _____

IS/pg

SECTION 4, SPECIAL CONDITIONS (Continued)

17. **CHANGES IN THE WORK:** SBBC may order extra work or make changes by altering, adding to or deducting from the work, with the contract sum being adjusted accordingly, without invalidating the contract. All such work shall be included under the conditions of this contract except that any claim for extension of time caused thereby shall be adjusted at the time of the change. Any claim for extra work must have the written approval of the PPO Supervisor assigned prior to the commencement of a project.
18. **CORRECTION OF WORK:** Awardees shall re-execute any work that fails to conform to the requirements of the bid and that appears during the progress of the job. The PPO Supervisor assigned will inspect and approve job progress as needed.
19. **BID SECURITY:** A Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five thousand dollars must accompany bid. Bonding company must appear on U. S. Treasury List. **IF SUBMITTING A SURETY BOND, THE ENCLOSED BID BOND FORM MUST BE USED BY BIDDER. NO OTHER BID BOND FORM WILL BE ACCEPTABLE.**
20. **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.
21. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
22. **INVOICES:** 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.**
- 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

Invoices are to be mailed to **SBBC PPO Grounds/Custodial Department, ATTN: Invoice Processing, 3897 NW 10th Avenue, Fort Lauderdale, FL 33309**, unless otherwise indicated. In an effort to provide better service and timely payment, awardees may also submit their invoices UPON COMPLETION OF THEIR SERVICES in order to speed the payment process.

23. **CANCELLATION:** Any contract awarded as a result of this bid will be subject to cancellation at any time by SBBC for **one or more** of the following reasons:
- A. Awardee's failure to respond and schedule work requested within the scheduled parameters agreed upon by the awardee and the PPO Supervisor assigned or awardee's failure to attend mandatory pre-job conferences when required.

VENDOR NAME: _____

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SECTION 4, SPECIAL CONDITIONS (Continued)

23. CANCELLATION (continued):

- B. Awardee's use of service personnel that are **not** qualified to perform services specified by this subject contract.
- C. Unsatisfactory and/or substandard product workmanship or poor communication of awardee's personnel during order placement and delivery times.
- D. Awardee not providing sufficient security-cleared staff in accordance with General Condition 50.
- E. Awardee's use of subcontracted firms or personnel that fail to adhere to the Bid Specifications or an awardee subcontracting scheduled work without the permission of the PPO Supervisor assigned.
- F. Unsatisfactory evaluation by designated SBBC representative monitoring awardee's staff performance when installation and project work is performed.
- G. Substantial changes to SBBC's staffing and budgetary requirements that would dramatically alter the cost-effectiveness of this contract to either SBBC and/or the awardees.

24. 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.

25. 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.**

26. MATERIAL SAFETY DATA SHEETS (MSDS): Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to the Supply Management & Logistics Department, 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 Supply Management & Logistics Department 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.

VENDOR NAME: _____

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SECTION 4, SPECIAL CONDITIONS (Continued)

26. **MATERIAL SAFETY DATA SHEETS (MSDS) (continued):**

- 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.

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

28. **M/WBE UTILIZATION:** SBBC has implemented a Minority/Women Business Enterprise Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women business enterprises (M/WBE's) with in the Board's market area to compete for the award of SBBC purchasing contracts.

An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is a least 51% owned and controlled by minority persons. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550. SBBC's Supplier Diversity & Outreach Program works to increase the participation of Minority and Women Business Enterprise (M/WBE). It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBE's, participating on any award of this Bid.

29. **M/WBE UTILIZATION REPORTING:** In an effort to monitor the achievement of the M/WBE goal the Awardee(s) agrees to submit, a completed Monthly M/WBE Utilization Report form, **attached hereto as Exhibit "A"** and made a part of this contract. The timing of these reports must coincide with invoice submission. In addition to the M/WBE Utilization Report form, Awardee(s) shall also provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Subcontractor Utilization Report. The Awardee(s) understands that each M/WBE utilized for the contract must be certified by SBBC, Supplier Diversity & Outreach Program Office.

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SECTION 5, BID SUMMARY SHEET

QUANTITIES

UNIT PRICE TOTAL COST

GROUP A:

(TO BE AWARDED AS A GROUP)

ASPHALT PAVING AND REPAIRS for parking lots, driveways, walkways, tennis, basketball and play courts, running tracks, bicycle compounds and rumble bumps per General Bid Specifications and Bid Specifications 1-5

ASPHALT RESURFACING for parking lots, driveways, rumble bumps, tennis, basketball and play courts, bicycle compounds, running tracks and so on per General Bid Specifications and Bid Specifications 2-6

COLOR COATING for tennis courts, play courts, basketball courts and running tracks and so on per General Bid Specifications and Bid Specifications 1 and 7

ASPHALT REPAIRS

1.	3,000 square yards	Asphalt repair projects up to 15 square yards in area	\$ _____ /sq yd	\$ _____
2.	8,000 square yards	Asphalt repair projects greater than 15 square yards in area	\$ _____ /sq yd	\$ _____
3.	2,000 square yards	Remove asphalt	\$ _____ /sq yd	\$ _____
4.	2,500 linear feet	Install and paint rumble bumps	\$ _____ /sq yd	\$ _____
5.	1,750 square yards	Install and paint speed humps	\$ _____ /sq yd	\$ _____
6.	20 each	Install concrete valve or clean out box with metal or concrete lid, where needed	\$ _____ /sq yd	\$ _____
7.	10,000 square yards	Sweep/remove dirt in parking lots	\$ _____ /sq yd	\$ _____
8.	250 linear feet	Remove concrete curb	\$ _____ /sq yd	\$ _____

ASPHALT - RESURFACING

9.	3,000 square yards	Asphalt resurfacing for projects up to 125 yards	\$ _____ /sq yd	\$ _____
10.	8,000 square yards	Asphalt resurfacing for projects 126 to 2,500 square yards	\$ _____ /sq yd	\$ _____
11.	50,000 square yards	Asphalt resurfacing for projects greater than 2,501 square yards	\$ _____ /sq yd	\$ _____

ASPHALT - NEW WORK

12.	3,000 square yards	1-1/2" asphalt and 4" of lime rock for job up to 125 square yards	\$ _____ /sq yd	\$ _____
13.	1,000 square yards	1-1/2" asphalt and 4" of lime rock greater than 125 square yards	\$ _____ /sq yd	\$ _____

VENDOR NAME: _____
 IS/pg

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>	<u>QUANTITIES</u>	<u>GROUP A:</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
14.	3,000 square yards	1-1/2" asphalt and 6" of lime rock for job up to 125 square yards	\$ _____/sqyd	\$ _____
15.	2,500 square yards	1-1/2" asphalt and 6" of lime rock greater than 125 square yards	\$ _____/sqyd	\$ _____
16.	1,000 square yards	1-1/2" asphalt and 8" of lime rock for job up to 125 square yards	\$ _____/sqyd	\$ _____
17.	1,000 square yards	1-1/2" asphalt and 8" of lime rock for job greater than 125 square yards	\$ _____/sqyd	\$ _____
18.	10 each	Testing costs (compaction and other) as required by Drawings and/or Building Code	\$ _____/ea	\$ _____
19.	500 Tons	Supply & Deliver Asphalt Millings	\$ _____/ton	\$ _____
<u>COLOR COATING / OUTDOOR COURTS</u>				
20.	300 square yards	Color Coating - Projects up to 125 square yards	\$ _____/sqyd	\$ _____
21.	26,000 square yards	Color coating - Projects greater than 125 square yards	\$ _____/sqyd	\$ _____
22.	300 square yards	Resurface with fiberglass mesh prior to color coating for projects up to 500 square yards	\$ _____/sqyd	\$ _____
23.	2500 square yards	Resurface with fiberglass mesh prior to color coating for projects greater than 500 square yards	\$ _____/sqyd	\$ _____
<u>WHEEL BUMPERS / PVC DELINEATORS</u>				
24.	450 each	Provide and install concrete new wheel bumpers (standard)	\$ _____/ea	\$ _____
25.	450 each	Remove concrete wheel bumpers (standard)	\$ _____/ea	\$ _____
26.	400 each	Relocate or reinstall existing concrete wheel bumpers (standard)	\$ _____/ea	\$ _____
27.	400 each	Replace concrete wheel bumpers (small truck)	\$ _____/ea	\$ _____
28.	450 each	Provide and install new concrete wheel bumpers – (small truck)	\$ _____/ea	\$ _____
29.	450 each	Remove concrete wheel bumpers (small truck)	\$ _____/ea	\$ _____

VENDOR NAME: _____

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>	<u>QUANTITIES</u>	<u>GROUP A:</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
30.	400 each	Relocate or reinstall existing concrete wheel bumpers (small truck)	\$ _____/ea	\$ _____
31.	400 each	Replace concrete wheel bumpers (small truck)	\$ _____/ea	\$ _____
32.	200 each	Provide and install PVC traffic delineators	\$ _____/ea	\$ _____
33.	200 each	Remove PVC traffic delineators	\$ _____/ea	\$ _____
<u>SIGNAGE</u>				
34.	50 each	Remove traffic post and sign	\$ _____/ea	\$ _____
35.	50 each	Replace sign post only, retain and re-install existing sign	\$ _____/ea	\$ _____
36.	50 each	Replace traffic post and sign	\$ _____/ea	\$ _____
37.	50 each	Provide and install new traffic sign and new sign post	\$ _____/ea	\$ _____
38.	50 each	Provide and install new traffic sign only. Sign to be installed onto existing structure	\$ _____/ea	\$ _____
39.	50 each	Replace traffic sign only. Sign to be installed onto existing structure	\$ _____/ea	\$ _____
40.	5 each	Provide "As Built" Drawings for project	\$ _____/ea	\$ _____
<u>PAINT STRIPING & RELATED ITEMS</u>				
41.	100 each	Paint stencils onto pavement	\$ _____/ea	\$ _____
42.	100 each	Repaint stencils onto pavement	\$ _____/ea	\$ _____
43.	10,000 linear feet	Paint 2" lines	\$ _____/ea	\$ _____
44.	10,000 linear feet	Repaint 2" lines	\$ _____/ea	\$ _____
45.	10,000 linear feet	Paint 4" lines	\$ _____/ea	\$ _____
46.	500,000 linear feet	Repaint 4" lines	\$ _____/ea	\$ _____

VENDOR NAME: _____
 IS/pg

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>	<u>QUANTITIES</u>	<u>GROUP A:</u>	<u>UNIT PRICE</u>
47.	1,000 linear feet	Paint 6" lines	\$ _____ /LF \$ _____
48.	1,000 linear feet	Repaint 6" lines	\$ _____ /LF \$ _____
49.	1,000 linear feet	Paint 8" lines	\$ _____ /LF \$ _____
50.	1,000 linear feet	Repaint 8" lines	\$ _____ /LF \$ _____
51.	1,000 linear feet	Paint 10" lines	\$ _____ /LF \$ _____
52.	1,000 linear feet	Repaint 10" lines	\$ _____ /LF \$ _____
53.	1,000 linear feet	Paint 12" lines	\$ _____ /LF \$ _____
54.	1,000 linear feet	Repaint 12" lines	\$ _____ /LF \$ _____
55.	1,000 each	Paint concrete wheel bumper	\$ _____ /ea \$ _____
56.	10,000 each	Repaint concrete wheel bumper	\$ _____ /ea \$ _____
57.	1,000 each	Paint alphabetical title on concrete wheel bumper	\$ _____ /ea \$ _____
58.	1,000 each	Paint numerical title on concrete wheel bumper	\$ _____ /ea \$ _____
59.	500 each	Paint traffic arrow, per FDOT specifications	\$ _____ /ea \$ _____
60.	1,000 each	Repaint traffic arrow, per FDOT specifications	\$ _____ /ea \$ _____
61.	30 each	Paint stop bar	\$ _____ /ea \$ _____
62.	500 each	Repaint stop bar	\$ _____ /ea \$ _____
63.	1,000 each	Repaint rumble bumps	\$ _____ /ea \$ _____
64.	5,000 linear feet	Paint-out existing lines with black traffic paint	\$ _____ /LF \$ _____
65.	30 each	Paint handicapped reserved space with logo	\$ _____ /ea \$ _____
66.	1,000 each	Repaint handicapped reserved space with logo	\$ _____ /ea \$ _____
67.	1,000 square feet	Paint handicapped-accessible ramp	\$ _____ /sq ft \$ _____
68.	1,000 square feet	Repaint handicapped-accessible ramp	\$ _____ /sq ft \$ _____

VENDOR NAME: _____

IS/pg

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>	<u>QUANTITIES</u>	<u>GROUP A:</u>	<u>UNIT PRICE</u>
69.	500 linear feet	Paint curb	\$ _____ /LF \$ _____
70.	3,000 linear feet	Repaint curb	\$ _____ /LF \$ _____
71.	5 each	Stripe tennis court	\$ _____ /ea \$ _____
72.	5 each	Restripe tennis court	\$ _____ /ea \$ _____
73.	5 each	Stripe outdoor basketball/volleyball court	\$ _____ /ea \$ _____
74.	15 each	Restripe outdoor basketball/volleyball court	\$ _____ /ea \$ _____
75.	5 each	Stripe outdoor play court, elementary layout	\$ _____ /ea \$ _____
76.	15 each	Restripe outdoor play court, elementary layout	\$ _____ /ea \$ _____
77.	5 each	Stripe outdoor play court, intermediate layout	\$ _____ /ea \$ _____
78.	15 each	Restripe outdoor play court, intermediate layout	\$ _____ /ea \$ _____
79.	5 each	Stripe running track 440 yards <u>and</u> 400 meters	\$ _____ /ea \$ _____
80.	15 each	Restripe running track 440 yards <u>and</u> 400 meters	\$ _____ /ea \$ _____
81.	5 each	Stripe 220-yard running track	\$ _____ /ea \$ _____
82.	15 each	Restripe 220-yard running track	\$ _____ /ea \$ _____
83.	5 each	Paint long jump area	\$ _____ /ea \$ _____
84.	5 each	Repaint long jump area	\$ _____ /ea \$ _____
85.	5 each	Paint shot put area	\$ _____ /ea \$ _____
86.	5 each	Repaint shot put area	\$ _____ /ea \$ _____
87.	5 each	Paint discus throw area	\$ _____ /ea \$ _____

VENDOR NAME: _____
 IS/pg

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>	<u>QUANTITIES</u>	<u>GROUP A:</u>	<u>UNIT PRICE</u>
88.	5 each	Repaint discus throw area	\$ _____/ea \$ _____
89.	500 linear feet	Paint safety zone lines, including all surface preparation	\$ _____/LF \$ _____
90.	1,500 linear feet	Repaint safety zone lines, including all surface preparation	\$ _____/LF \$ _____
91.	500 linear feet	Tape safety zone lines, including all surface preparation	\$ _____/LF \$ _____
92.	1,500 linear feet	Re-tape safety zone lines, including all surface preparation	\$ _____/LF \$ _____
93.	200 each	Paint 4" bollards	\$ _____/ea \$ _____
94.	200 each	Repaint 4" bollards	\$ _____/ea \$ _____
95.	100 each	Paint 6" bollards	\$ _____/ea \$ _____
96.	100 each	Repaint 6" bollards	\$ _____/ea \$ _____
97.	5,000 square yards	Pressure clean flat surfaces	\$ _____/sq ft \$ _____
98.	100 each	Pressure clean car stops	\$ _____/ea \$ _____
99.	1,000 linear feet	Pressure clean curb	\$ _____/LF \$ _____

RELATED ATHLETIC ITEMS

100.	10 sets	Remove nets and poles on tennis courts	\$ _____/set \$ _____
101.	10 sets	Install new nets and new poles on tennis courts	\$ _____/set \$ _____
102.	20 each	Install basketball backboards and goals, adjustable from 6-10', 10-gauge aluminum fan shaped backboard, double rimmed, double-braced goal price to include nylon nets only. Posts to be Schedule 40 pipe 4-1/2" OD for basketball post with thickness of 0.0237".	\$ _____/ea \$ _____
103.	20 each	Remove basketball posts	\$ _____/ea \$ _____
104.	20 sets	Remove volleyball posts and sleeves	\$ _____/set \$ _____
105.	20 sets	Install volleyball posts and sleeves	\$ _____/set \$ _____

TOTAL GROUP A (1 -105 Inclusive) \$ _____

VENDOR NAME: _____
 IS/pg

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>	<u>QUANTITIES</u>	<u>GROUP B:</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>(TO BE AWARDED AS A GROUP)</u>				
THERMOPLASTIC STRIPING for parking lots, driveways, and so on per General Bid Specifications and attached Bid Specifications.				
1.	100 each	Install thermoplastic stencils onto pavement	\$ _____/ea	\$ _____
2.	1,000 linear feet	Install thermoplastic 2" lines	\$ _____/LF	\$ _____
3.	1,000 linear feet	Repair or reinstall thermoplastic 2" lines	\$ _____/LF	\$ _____
4.	1,000 linear feet	Remove thermoplastic 2" lines	\$ _____/LF	\$ _____
5.	1,000 linear feet	Install thermoplastic 4" lines	\$ _____/LF	\$ _____
6.	10,000 linear feet	Repair or reinstall thermoplastic 4" lines	\$ _____/LF	\$ _____
7.	1,000 linear feet	Remove thermoplastic 4" lines	\$ _____/LF	\$ _____
8.	1,000 linear feet	Install thermoplastic 6" lines	\$ _____/LF	\$ _____
9.	1,000 linear feet	Repair or reinstall thermoplastic 6" lines	\$ _____/LF	\$ _____
10.	1,000 linear feet	Remove thermoplastic 6" lines	\$ _____/LF	\$ _____
11.	1,000 linear feet	Install thermoplastic 8" lines	\$ _____/LF	\$ _____
12.	1,000 linear feet	Repair or reinstall thermoplastic 8" lines	\$ _____/LF	\$ _____
13.	1,000 linear feet	Remove thermoplastic 8" lines	\$ _____/LF	\$ _____
14.	1,000 linear feet	Install thermoplastic 10" lines	\$ _____/LF	\$ _____
15.	1,000 linear feet	Repair or reinstall thermoplastic 10" lines	\$ _____/LF	\$ _____
16.	1,000 linear feet	Remove thermoplastic 10" lines	\$ _____/LF	\$ _____
17.	1,000 linear feet	Install thermoplastic 12" lines	\$ _____/LF	\$ _____
18.	1,000 linear feet	Repair or reinstall thermoplastic 12" lines	\$ _____/LF	\$ _____
19.	1,000 linear feet	Remove thermoplastic 12" lines	\$ _____/LF	\$ _____
TOTAL ITEM B (1- 19)			\$ _____	

VENDOR NAME: _____
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SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>	<u>GROUP C:</u>	<u>UNIT PRICE</u>
(TO BE AWARDED AS A GROUP)		
CONCRETE PLACEMENT SERVICE, installation and removal of curbing and walkways per General Bid specifications, Bid Specification 11 and attached drawings		
1.	1,000 Linear Feet Remove extruded curb	\$ _____ /LF \$ _____
2.	1,000 Linear Feet Install extruded curb	\$ _____ /LF \$ _____
3.	1,000 Linear Feet Remove type "A" curb	\$ _____ /LF \$ _____
4.	1,000 Linear Feet Install type "A" curb	\$ _____ /LF \$ _____
5.	1,000 Linear Feet Remove type "B" curb	\$ _____ /LF \$ _____
6.	1,000 Linear Feet Install type "B" curb	\$ _____ /LF \$ _____
7.	1,000 Linear Feet Remove type "C" curb	\$ _____ /LF \$ _____
8.	1,000 Linear Feet Install type "C" curb	\$ _____ /LF \$ _____
9.	1,000 Linear Feet Remove type "D" curb	\$ _____ /LF \$ _____
10.	1,000 Linear Feet Install type "D" curb	\$ _____ /LF \$ _____
11.	1,000 Linear Feet Remove type "E" curb	\$ _____ /LF \$ _____
12.	1,000 Linear Feet Install type "E" curb	\$ _____ /LF \$ _____
13.	1,000 Linear Feet Remove type "F" curb	\$ _____ /LF \$ _____
14.	1,000 Linear Feet Install type "F" curb	\$ _____ /LF \$ _____
15.	1,000 Linear Feet Remove valley gutter	\$ _____ /LF \$ _____
16.	1,000 Linear Feet Install valley gutter	\$ _____ /LF \$ _____
17.	1,000 Linear Feet Remove shoulder gutter	\$ _____ /LF \$ _____
18.	1,000 Linear Feet Install shoulder gutter	\$ _____ /LF \$ _____
19.	1,000 Linear Feet Remove drop curb	\$ _____ /LF \$ _____
20.	1,000 Linear Feet Install drop curb	\$ _____ /LF \$ _____

VENDOR NAME: _____

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>	<u>QUANTITIES</u>	<u>GROUP C:</u>	<u>UNIT PRICE</u>
21.	1,000 Linear Feet	Remove header curb	\$ _____ /LF \$ _____
22.	1,000 Linear Feet	Install header curb	\$ _____ /LF \$ _____
23.	10,000 Square Feet	Remove concrete slabs and walkways up to 8" thick	\$ _____ /sq ft \$ _____
24.	1,000 Square Feet	Remove concrete slabs and walkways greater than 8" thick	\$ _____ /sq ft \$ _____
25.	5,000 Square Feet	Install 5' wide concrete walkway with thickened edge on both sides	\$ _____ /sq ft \$ _____
26.	5,000 Square Feet	Install 5' wide concrete walkway with thickened edge on one side	\$ _____ /sq ft \$ _____
27.	5,000 Square Feet	Install 4" thick slab on grade	\$ _____ /sq ft \$ _____
28.	5,000 Square Feet	Install 6" thick slab on grade	\$ _____ /sq ft \$ _____
29.	1,000 Linear Feet	Install 8 x 8" thickened edge	\$ _____ /LF \$ _____
30.	30,000 Square Feet	Install additional square feet of concrete walkway for walkways greater than 5' wide	\$ _____ /sq ft \$ _____
TOTAL GROUP C (1- 30 Inclusive)			\$ _____

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VENDOR NAME: _____
IS/pg

ADDITIONAL REQUIRED INFORMATION

ADDITIONAL LABOR AND SERVICES per General Bid Specifications:	<u>UNIT PRICE</u>
SUPERVISOR , hourly labor rate	\$ _____ / hr
INSTALLER , hourly labor rate	\$ _____ / hr
LABORER , hourly labor rate	\$ _____ / hr

HOLIDAY RATES only: (Bidder must attach a list of holidays observed that qualify for holiday labor rates:

SUPERVISOR , holiday hourly labor rate	\$ _____ / hr
INSTALLER , holiday hourly labor rate	\$ _____ / hr
LABORER , holiday hourly labor rate	\$ _____ / hr

**COST-PLUS MARK-UP
PERCENTAGE**

Asphalt paving, asphalt millings, play court repairs, track maintenance and concrete placement-related materials MAY be purchased under this contract at the discretion of the PPO Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the, total price and the awardees' cost-plus mark-up. Any remaining aforementioned related materials, after project completion, become the property of SBBC. The PPO Custodial/Grounds Department is under NO OBLIGATION to purchase materials under this contract if the aforementioned materials can be purchased on other SBBC contracts.

_____ %

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

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

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

VENDOR NAME: _____
IS/pg

REQUIRED ADDITIONAL INFORMATION

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

LOCAL SERVICE CENTER: (See Special Condition 7)

Service Center Name

Street Address

City, State and Zip

NOTE TO BIDDER: Review General Condition 49 prior to completing and mailing this bid.

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

VENDOR NAME: _____

IS/pg

ADDITIONAL INFORMATION SHEET (Continued)

INTERNET BASED COMPANY ACCESSIBILITY: (Please see Special Condition 7)

A. Does your company have internet capability (on-line ordering)? YES NO

If YES, please explain how SBBC will be guaranteed percentage discount quoted in this bid:

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

Web address: _____ Email addresses: _____

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

6 months or less _____ 6-12 months _____ Greater than 12 months _____

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

Card Name: _____

C. Does your company have a return policy? YES NO N/A

If YES, explain: _____

D. Does your company provide next day delivery? YES NO N/A

VENDOR NAME: _____

IS/pg

SECTION 6. BID SPECIFICATIONS
GENERAL BID SPECIFICATIONS

1. Awardees shall furnish all labor, materials and equipment necessary to complete all asphalt paving, play court repairs, track maintenance and concrete placement work as specified herein. All maintenance and repair work as well as any materials that MAY be supplied by the awardees must be in accordance with the Florida Building Code, where applicable, manufacturer's specifications and accepted asphalt paving, play court repair, track maintenance and concrete placement practices. All repair work shall be permanent. Awardees may be required to repair, alter, remodel, add to, subtract from or improve any previous asphalt, play court, track, or concrete repair. This applies to all work performed under this contract. **No additional charges beyond the items listed on the Bid Summary Sheets will be accepted. Pricing must be reflective of all material, equipment and supervision required to complete all work.**
2. All work schedules and the necessary arrangements to implement the scope of work projects must be made with the review and approval of the PPO Supervisor assigned. Awardees' representative is required to attend a pre-job conference prior to the commencement of work at each project. The PPO Supervisor assigned shall give the awardee a minimum of 48 hours notification of the date and time of each conference. **ATTENDANCE IS MANDATORY, unless specifically waived by the PPO Supervisor assigned.** Failure to attend may result in awardee being held in default of contract. All information specific to the project including completion schedules will be discussed at the conference. Failure to adhere to the specifics of the project discussed at this conference may result in vendor being held in default of contract.
3. Awardees must be available by phone 24 hours per day, 7 days per week and many projects will be completed after normal SBBC business hours, on weekends or during holidays. If there is an emergency situation, the requirement to provide a written estimate may be waived. Awardees will notify school Principal two business days prior to the beginning of the project and will coordinate any special conditions that are requested by the school's Principal or designee.
4. **JOB SITE EXAMINATION: Awardee will verify the following existing conditions at the work site:**
 - A. Subsoil is ready to receive work of this section.
 - B. Saturate soil with water to test for drainage.
 - C. Beginning of installation means acceptance of existing conditions.
5. Each project must be completed as quickly as reasonably possible, not to exceed the number of business days set forth in the "Notice to Proceed." The start date of each project shall be the date that the "Notice to Proceed" is issued. The completion date shall be the date mutually agreed upon between the PPO Supervisor assigned and the awardee prior to issuing the "Notice to Proceed."
6. All requested work must be completed within the timeframe and the written project schedule agreed upon between the awardee and the PPO Supervisor assigned. Additional time may be approved, if necessary, when requested in writing by the awardee.
7. Awardees are responsible for contacting Sunshine State One Call of Florida at (800) 432-4770, www.callsunshine.com, for member public utility locations and must repair any and all member public damaged utility or service lines damaged by their repairs immediately upon notice of such damage. Failure to respond immediately for such repairs will bring back charges to the awardee for all costs to SBBC to repair damaged lines. The PPO Supervisor assigned will work with awardees when it is necessary to identify SBBC-owned overhead service lines, repairs to which will NOT be the responsibility of awardees.

VENDOR NAME: _____

IS/pg

SECTION 6, BID SPECIFICATIONS
GENERAL BID SPECIFICATIONS

- A. The work area may have existing utilities, such as irrigation, phone, electrical, sewer, water, and so on. The location of some of these utilities will be indicated wherever possible, however, no guarantee will be implied that these locations are complete.
 - B. Repair, replace, and restore immediately all utility services or other facility which are disrupted due to an awardees' activities and engage outside services in order to successfully complete repairs on a 24-hour basis until the interrupted services are restored.
 - C. Provide and operate any supplemental temporary services to maintain uninterrupted services to the facility.
 - D. All costs involved in the repairs and restoration of disrupted utility services shall be solely the awardees' and will be responsible for any claims made as a result of utility service disruption.
8. Awardees shall be required to obtain permits, if any are required, in the scope of this work.
9. In the event of unforeseen or unsafe situations develop such as the need to remove tree branches, debris and so on, awardees are to contact the PPO Supervisor assigned. Awardees are not to proceed with work until any unsafe conditions have been corrected.
10. Awardees shall be responsible for the prompt removal of all project debris within two working days after completion of job, and shall be responsible for all scheduling of work with the school and maintaining security of premises at all times. In addition, all tools, equipment and machinery must be removed within two working days of final project completion. SBBC trash cans and dumpsters may NOT be used for the disposal of waste materials.
11. Awardees must store volatile wastes in covered metal containers and remove from the premises when necessary as well as provide adequate ventilation when using volatile or noxious substances. Awardees must conduct cleaning and disposal operations in compliance with local ordinances and anti-pollution laws.
- A. Do not burn or bury any rubbish or waste materials on the project site.
 - B. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary sewers.
 - C. Do not dispose of wastes into streams or waterways.
12. Per Special Condition 19, in cases of faulty labor or workmanship, it will be necessary for the awardees to return to the work site within 48 hours of notification to correct all defects. In addition, awardees will remedy any defects due to faulty materials or workmanship which appear within a period of one year from the date of completion of the project, the completion date being considered the final invoice. Please note additional guarantee provisions listed in Bid Specification 7, number 8; Bid Specification 8, number 5 and Bid Specification 10, number 5.
13. Inspection and acceptance will be at the job site unless otherwise provided. Title to or risk of loss or damage to all work shall be the responsibility of the awardees until acceptance by SBBC unless caused by negligence on the part of SBBC or vandalism. Awardees will permit and facilitate inspection of the project by the PPO Supervisor assigned at all times. If any work should be covered up without approval or consent of the PPO Supervisor assigned, it must, when required, be uncovered for examination at the awardees' expense.
14. Asphalt paving, play court repairs, track maintenance and concrete placement-related materials MAY be purchased under this contract at the discretion of the PPO Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the awardees' cost-plus mark-up. Any remaining aforementioned materials, after project completion, become the property of SBBC. The PPO

VENDOR NAME: _____

IS/pg

SECTION 6, BID SPECIFICATIONS
GENERAL BID SPECIFICATIONS

Grounds/Custodial Department is under NO OBLIGATION to purchase materials under this contract if these materials can be purchased on other SBBC contracts.

15. Additional services and labor beyond those specifically indicated on the Bid Summary Sheets and/or the Bid Specifications and related to asphalt paving, play court repairs, track maintenance and/or concrete placement as directed by the PPO Supervisor assigned, MAY be purchased at an hourly labor rate. The PPO Grounds/Custodial Department is under NO OBLIGATION to purchase any additional labor or services under this contract if these services can be purchased on other SBBC contracts.

BID SPECIFICATION 1

1. **Relining areas repaired, if needed, shall be included in the costs.**
2. Through on-site discussions, or through the use of sketches, the awardee will be notified as to the size of the project authorized. Several patches in a single area, lot or location shall be combined into a single project.
3. Every project will encompass a minimum 3 square yards in area. If a job is projected to be less than 3 square yards, then awardee is required to cut existing asphalt so that sections of asphalt that will meet the minimum requirement.
4. Areas to be repaired should be completed as follows:
- A. Remove surface, base course and subgrade to reach firm support. Extend at least 1' horizontally on pavement.
 - B. Cuts must be square or rectangular cuts. Faces must be made straight and vertical, with one pair of faces, where practical, parallel to the direction of traffic.
 - C. Install base course using Miami Oolite lime rock, 60% lime content.
 - D. Prime coat must be cut-back asphalt, Grades MC-30, MC-70 or MC-250 and will be applied to limerock base.
 - E. Tack coat must be emulsified asphalt, Grades RS-1, SS-1, SS-1h, CSS-1 or CSS-1h and will be applied to vertical surfaces.
 - F. Wearing surface must be asphaltic concrete, Type III and conforming to Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge construction, latest edition. New asphalt shall be installed to a minimum depth of 1".
 - G. Compact with equipment most suited for the size of job. Adequate compaction equipment will yield surface of patch at same elevation as the surrounding pavement.
 - H. Check riding quality and alignment of patch with a straight edge or string line.
5. **STRIPPING AND CLEARING (where applicable):**
- A. The area within the limits of construction shall be cleared of trees, logs, stumps, brush, vegetation, rubbish, and other objectionable and/or organic matter. Properly protect any landscaping in the area.
 - B. Remove any top layers of soil which consist appreciably of organic matter, grass, and root matting. The top of the exposed soil is being referred to as "cleared surface."
 - C. All tree stumps and logs shall be removed entirely.
 - D. Spoiled material, timber, logs, stumps, roots, brush, rubbish, and organic matter not usable as a topsoil dressing becomes the property and responsibility of the awardee and must be removed from the site immediately. All excess existing soil and organic matter usable for top dressing must remain the property

VENDOR NAME: _____

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 1 (Continued)

of SBBC and must be left neatly stockpiled in an area as directed by the PPO Supervisor assigned, or will be removed from the site by the awardee at the option of the PPO Supervisor assigned.

6. Remove any existing asphalt that may be requested by the work order to modify work when necessary.

BID SPECIFICATION 2

CONDITIONS AND REQUIREMENTS:

1. **STRIPPING AND CLEARING**, where applicable, will be performed as per Bid Specification 1, number 5A-D, above.
2. **GRADING:**
 - A. Grading will include the excavation of fill necessary to bring the sub-grade to the proper line, grade and contour after compacting and consolidating by rolling, tamping and watering as directed by the PPO Supervisor assigned. Any holes left by the removal of stumps, roots or other objectionable material shall be filled with clean sand and consolidated as directed by the PPO Supervisor assigned.
 - B. Any additional fill material required shall be clean sand free of muck or organic material. Any excess material shall be spread out and leveled in an unused area beyond the limits of grading and paving, or shall be removed from the site by the awardee at the option of the PPO Supervisor assigned.
 - C. The finished sub-grade shall be maintained in a smooth, compact condition and any areas which are disturbed prior to the commencement of paving operations shall be restored at the awardees' expense.
 - D. The sub-grade shall be accurately trimmed to the required elevations within a tolerance of 1/4".
 - E. Excavations shall be made to the required depth and the sub-grade shall be compacted to 95% of the maximum density obtainable under AASHTO T-180.
3. **IRRIGATION:** Prior to the start of construction, the awardee shall activate all sprinkler systems in those areas where work is to be performed. Any leaks shall be corrected by SBBC personnel. Upon completion of the project, the sprinkler systems shall again be activated again. Any leaks noted will be the responsibility of the awardee and must correct the deficiencies.
4. Provide all materials, equipment, and labor to complete the paving work shown on plans. Painting or installing thermoplastic lines must be included in the work project and priced accordingly.
5. Materials to be used must be first grade products of reputable manufacturers or suppliers. Any substitution must be approved for use by the PPO Supervisor assigned prior to installation.
6. Traffic paints must comply with Code T-1 (yellow), and T-2 (white), and conform to FDOT Specification 971-12, latest edition. Blue paint, meeting the same specifications shall be used for handicapped reserved parking spaces and adjacent curbs. All traffic paints must meet OSHA requirements for lead-free product.
7. Precast concrete wheel bumpers are sized 7-1/2" wide by 6" high and 6' long, reinforced with two no. 4 reinforcing bars, continuous. Chamfer corners and provide drainage slots on underside. Provide two vertical holes 1' from each end for the insertion of dowels.

VENDOR NAME: _____

IS/pg

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 2 (Continued)

8. Anchor by drilling holes through pavement and driving two no. 5 loose fitting reinforcing bars through bumper and drilled holes. Reinforcing bars must comply with ASTM A615 Grade 60, 18" long and driven flush with top of wheel bumpers.
9. **INSTALLATION:**
- A. Sub-grade preparation shall consist of bringing the bottom of excavations between the outer limits of the paving or base course to a surface conforming to the grades, lines, and cross section shown on PPO-supplied drawings, ready to receive the limerock base course. The sub-grade shall be compacted to 100% of the minimum density obtainable under AASHTO T-99-C. Stockpile excess materials on site, as directed by the PPO Supervisor assigned.
- B. Base course material must be spread uniformly, scarify and then shape to produce the required grades and cross section after compaction.
- (1) Install base course using Miami Oolite lime rock, 60% lime content.
 - (2) Base shall be rough graded, rolled, finished graded and then water bound and rolled until thoroughly bonded unyielding and a compact base is obtained.
 - (3) Thickness on SBBC property must be 6" after compaction. Thickness on public right-of-way is 8" or as required by local codes, 4" thick base may only be used under all pedestrian walks.
 - (4) Base course shall be compacted to 98% maximum density obtainable under AASHTO T-180, latest edition.
 - (5) Grade irregularities greater than 1/3" in 15 square feet in area shall be corrected.
- C. Prime coat shall be cut-back asphalt, Grades MC-30, MC-70 or MC-250. Apply prime coat after base course has been completely cured and dry, before applying any bituminous material. All loose material, dust, dirt and foreign material, which might prevent proper bond with the existing surface must be removed. The rate of application must not be less than 1 gallon per 10 square yards.
- D. Tack coat shall be emulsified asphalt, Grades SS-1, SS-1h, CSS-1, CSS-1h or RS-1. Apply a tack coat if the primed base has become excessively dirty and cannot be cleaned, or in areas where the prime coat has cured and lost all bonding effect. Tack coat shall be applied at rate of 1 gallon per 10 square yards. When weather conditions delay installation of wearing surface, seal the surface with emulsified asphalt at rate of 2 gallons per 10 square yards.
- E. The thickness of the wearing surface shall be 1-1/2" shall be laid only when the surface is dry and when weather conditions are suitable.
- (1) Wearing surface shall be composed of asphaltic concrete, Type III, conforming to the FDOT Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise specified in approved architectural plans.
 - (2) Mixture shall be spread by an approved mechanical spreader.
 - (3) Spreading by hand is approved only in areas where it is impracticable to use mechanical equipment.
 - (4) Compacting moisture shall be done by rolling with the following equipment and sequence: a) seal rolling, using tandem steel rollers weighing between 5-12 tons, and following as close behind the spreaders as possible, and b) final rolling shall be done with 5-12-ton tandem steel rollers. This rolling shall be continued until all roller marks have been eliminated.
 - (5) All open edges must be trimmed, straight and even.
 - (6) The finished surface must not vary more than 1/4" over 15 square feet in area and provide for the free drainage of water. Areas that pocket water to a depth of more than 1/16" must be reworked.
- F. Compaction tests and other testing, as required by the PPO Supervisor assigned, must be under the direction of a professional engineer or testing laboratory, registered and licensed in the State of Florida.

VENDOR NAME: _____
IS/pg

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 2 (Continued)

Testing costs will be paid by SBBC, except those tests failing to meet requirement and all re-testing required as a result of failure to meet specifications. The awardee is to recompact unsatisfactory work and must pay for re-testing.

10. Rumble bump installation shall be constructed with type S3 asphalt with dimensions of 1-to-1-1/2" high by 8" wide. The bump shall be approximately 20' long depending upon the width of the area to be installed. Each rumble bump set shall contain five individual bumps. The rumble bump set shall be painted with yellow traffic paint. The painting of the set of rumble bumps shall be included in the cost of this item.
11. Speed hump installation shall be constructed with type S3 asphalt with dimensions of 20' long by 22' wide. The width of the bump may vary depending upon the area to be spanned by the hump. The height of the hump shall be at least 3-1/2" and not more than 4". The humps shall be painted with 12" wide white lines indicating the direction of traffic flow on each side of the hump. The lines will be painted with either white traffic paint or white thermoplastic, the cost of which shall be separate from this item.
12. Upon completion of the project, all debris shall be completely removed from the site. No on-site burial or burning permitted.
13. **HAZARD AND POLLUTION CONTROL** must be completed per General Bid Specification 12A-C, above.
14. **CLEANING MATERIALS:** Use only the cleaning materials recommended by manufacturer of surface to be cleaned and upon surfaces recommended by the cleaning material manufacturer.
15. **UPON COMPLETION OF CONSTRUCTION:**
 - A. Immediately prior to the acceptance or occupancy, the awardee is to conduct a final inspection of exposed interior and exterior surfaces.
 - B. Remove grease, dust, dirt, stains, and other foreign materials from exterior surfaces.
 - C. Repair, patch and touch up marred surfaces to match adjacent finishes.
 - D. Broom clean paved surfaces and rake clean other surfaces of grounds.
 - E. All striping of repaired asphalt shall be included in prices and completed prior to submitting final invoice for approval.
16. Remove and legally dispose of asphalt paving where indicated including lime rock base. Saw cut at limits of removal for a straight edge.
17. **INSTALLATION AND REINSTALLATION OF TRAFFIC SIGNS:** Traffic signs will be manufactured of .080-gauge aluminum with 3M engineer-grade reflective sheeting with radius corners, where applicable. Sign posts shall be constructed of flanged U-channel green galvanized steel posts in accordance with the Federal Manual of Uniform Traffic Control Devices (FMUTCD) and state and local regulations.

VENDOR NAME: _____

IS/pg

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 3

SURFACE PAINTING APPLICATIONS:

1. All new lines must be painted with two coats of the appropriate color of traffic paint.
2. Paint parking guide lines in white, 4" wide where indicated.
3. Paint directional arrows in white where indicated with 8" wide lines with bold arrow points.
4. Paint stop bars in white, 24" on center by 10' or the width of one lane.
5. With handicapped reserved parking spaces, identify with standard handicapped symbol approximately 3' in height at center of the parking space. Handicapped reserved parking spaces shall be outlined with blue paint. Provide and install a handicapped reserved parking sign with post as described herein. The exact sign type and size shall be determined by the regulations and specifications of the municipality in which the school or site is located.
6. Crosswalk lines shall be 12" wide and be painted white.
7. Striping of lines and curbs for fire lanes shall be diagonally painted yellow unless otherwise specified in approved architectural plans.
8. Rumble bumps shall be painted yellow.
9. Concrete wheel bumpers shall be painted yellow. White is an acceptable alternative when requested.
10. Alphabetical and numerical stencils shall be applied in black paint. In cases where an alphabetical and numerical stencil is applied to the same concrete wheel bumper, they shall be considered as separate stencils for payment purposes.
11. Striping of play courts, tennis courts and tracks with 2" wide lines must be precisely located, marked and brush painted. Use masking tape or templates to assure sharp accurate lines free of irregularities.

BID SPECIFICATION 4

1. **TWO-PIECE FLEXIBLE DELINEATOR SURFACE MOUNT PIN LOCK POST DESCRIPTION:** The two-piece delineator post shall consist of a flexible, surface-mounted post made from durable, non-discoloring polyethylene plastic to which reflective sheeting is applied, and a thermoplastic base which is secured to the pavement with epoxy or a butyl pad. The post shall be capable of recovering from repeated vehicle impacts. The post shall insert and be secured into the plastic base with two horizontal locking pins. It is required that when the post is no longer serviceable, it can be removed and a new post can be manually inserted and locked into the existing base. The posts are to be of a size and have a locking mechanism compatible with the bases in service. Posts that are not compatible will be rejected for use.

VENDOR NAME: _____
IS/pg

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 4

2. **GENERAL REQUIREMENTS:**

- A. The post shall be tubular in shape and 2-1/4" in diameter. A 1-3/4" diameter interior reinforcement tube shall be located and secured in the lower portion of the post. The upper 14" shall be flattened to an oval shape at least 3" in width at the major axis by 1" at the minor axis. The total above ground height of the post shall be delivered as required. The post shall be white in color and resistant to ultraviolet and infrared radiation.
- B. Reflective sheeting per Federal Highway Specification FP-92, Type III, Class 2 shall be applied to the flattened area. The post shall be capable of providing 360-degree visibility by applying the reflective sheeting to the round portion of the post. The reflective sheeting shall be white (silver) or yellow (amber) in color and applied to one or both sides of the flattened area and the round portion as required.

3. **PERFORMANCE REQUIREMENTS:**

- A. **HEAT RESISTANCE:** Three posts shall be conditioned in a test chamber for 4 hours at 150 ± 3 degrees Fahrenheit. The posts shall be bent 180 degrees at their midpoint around a 2" diameter mandrel. The posts shall be bent 10 times within 1-1/2 minutes after removal from the chamber and return to within 10 degrees of their original position within 10 seconds after the last bend. Any post cracking, splitting or not returning to within 10 degrees in the allotted time constitutes a failure.
- B. **COLD RESISTANCE:** Three posts shall be conditioned in a test chamber for 24 hours at -20 ± 3 degrees Fahrenheit. The posts shall be bent 90 degrees at their midpoint around a 2" diameter mandrel. The posts shall be bent 10 times within 1-1/2 minutes after removal from the chamber and return to within 10 degrees of their original position within 10 seconds after the last bend. Any post cracking, splitting or not returning to within 10 degrees in the allotted time constitutes a failure.

4. **VEHICLE IMPACT PERFORMANCE:** Ten posts shall be impacted at 55-60 miles per hour by a passenger sedan weighing approximately 3500 pounds and having no unusual sharp hood ornaments or other projections. Each post shall be impacted 5 times with bumper hits and 5 times with combined bumper/direct wheel hits at both 85 ± 5 degrees Fahrenheit and 32 ± 5 degrees Fahrenheit for a total of 20 impacts per post. Five of the 10 posts shall be tested head on (0 degrees) and 5 posts shall be tested at an angle 45 degrees to head on. At the conclusion of both high and low temperature testing, at least 4 of the 5 each of the head-on and 45-degree angle tested posts shall remain intact, securely anchored, return to the original vertical orientation within an angle of ± 10 degrees and retain a minimum of 50% of the total initial reflective sheeting.

5. **HIGH TEMPERATURE RESISTANCE:** Three posts shall be placed in a 180 ± 3 degrees Fahrenheit test chamber. They shall be sufficiently rigid to withstand 2 hours at this temperature without wilting. Any post observed to wilt shall constitute a failure.

6. **LOW TEMPERATURE RESISTANCE:** Three posts shall be conditioned in a test chamber for four hours at -20 ± 3 degrees Fahrenheit. A steel dart with a 1" hemispherical end, weighing 5 pounds, shall be dropped a distance of 5' through a virtually frictionless vertical guide to impact the surface of the post. The post shall be struck at the midpoint by the steel dart. The post shall be in a horizontal position and supported only at the ends. The height of the supports shall be such that the post will not be sandwiched against any surface by the impact. The posts shall be subjected to 5 impacts. Each impact must be completed with 30 seconds after removal from the chamber and the post must be returned to the chamber for a minimum of 1 hour between impacts. Fracturing, cracking or splitting of any of the posts shall constitute a failure.

VENDOR NAME: _____

IS/pg

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 4

7. **STATIC RIGIDITY:** Three posts 36" in length shall be tested by suspending a 5-pound weight at the free end. The posts shall be cantilevered horizontally with the weight within 2" from the unsupported end. Any post with a deflection greater than 60 degrees from horizontal shall constitute a failure. The test shall be conducted at 77 ± 5 degrees Fahrenheit.
8. **COLORFASTNESS:** The post shall be exposed to 1000 hours weatherometer exposure per ASTM G53 or equivalent test. Significant yellowing, darkening, fading or changes in average tensile strength or elongation greater than 35% shall constitute a failure.
9. **CERTIFICATION:** Test reports shall be certified by a professional engineer and be made available upon request.

BID SPECIFICATION 5

1. **MATERIALS:** Thermoplastic material shall be in accordance with AASHTO M 249 and shall be formulated with alkyd resin. Glass beads shall be in accordance with AASHTO M 247, Type 1. Primer, if required, shall be as recommended by the manufacturer of the thermoplastic material.
2. **PREPARATION:**
 - A. Pavement surfaces must be clean, dust free and dry. Remove poorly adhering existing markings and curing compounds.
 - B. Thermoplastic should only be applied when the air temperature is at least 50 degrees Fahrenheit and rising. Heat the thermoplastic to a range of temperature of 400-440 degrees Fahrenheit. Do not begin transfer of thermoplastic until at least 30 minutes after attaining proper temperature.
3. **APPLICATION:**
 - A. A screed extrusion device is recommended for application of the thermoplastic material. Other acceptable devices are ribbon dispensers and spray dispensers.
 - B. Drop on glass beads must be immediately mechanically deposited after applying the thermoplastic material. Drop on beads must be applied evenly and adhered to a depth of 50-60%.
 - C. Drop on glass beads must be applied at a rate of 10-12 pounds per 100 square feet.
 - D. Line thickness shall be 90 mils. Variations in the required line thickness may be approved by the PPO Supervisor assigned.
4. **CLEAN UP:** Upon completion of the work remove all containers, surplus materials and debris and dispose off site. Clean all spills and overruns. Leave site in a clean and orderly condition acceptable to SBBC.
5. **INSPECTION:** Conduct an inspection with representatives of the court surfacing/line or event marking paint manufacturer in the presence of the PPO Supervisor assigned.

VENDOR NAME: _____
IS/pg

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 6

1. **MATERIALS:** Use first grade products of reputable manufacturers or suppliers. Any substitution must be approved for use by the PPO Supervisor assigned prior to installation.
 - A. Tack coat shall be emulsified asphalt, Grade SS-1, SS-1h, CSS-1, CSS-1h or RS-1.
 - B. Wearing surface shall be composed of asphaltic concrete, Type III, conforming to the FDOT Standard Specifications for Road and Bridge Construction, latest edition.
 - C. Traffic paints must comply with Bid Specification 2, number 6 above.

2. **PREPARATION OF EXISTING PAVEMENT:**
 - A. Apply weed killer over entire asphalt area to be resurfaced using SBBC-approved herbicide (approved brand: Scotts-MiracleGro 21136F2-48 Round-Up Pro) per manufacturer's recommendations for non-crop areas, repeat as required. Weed killer is to be applied one week prior to the beginning of the project. The awardee shall comply with all applicable Federal, State and local codes pertaining to herbicides and application of such products.
 - B. Awardee shall apply SBBC-approved herbicide after school hours only and will not store any such product on SBBC property.
 - C. Awardee shall be responsible for all cleanup expenses as deemed by SBBC Risk Management Department for any spills, misapplication and/or improper usage.

3. **INSTALLATION:**
 - A. A tack coat shall be applied at a rate of 1 gallon per 10 square yards. When weather conditions delay installation of wearing surface, seal the surface with emulsified asphalt at a rate of 2 gallons per 10 square yards.
 - B. The wearing surface thickness shall be a minimum of 1" and shall be laid only when the surface is dry and when weather conditions are suitable.
 - (1) Mixture shall be spread by an approved mechanical spreader.
 - (2) Spreading by hand is approved only in areas where it is impracticable to use mechanical equipment.
 - (3) Compacting mixture shall be done by rolling with the following equipment and sequence; seal rolling, using tandem steel rollers weighing 5-8 tons, following as close behind the spreaders as possible; final rolling shall be done with 5-8-ton tandem steel rollers once the seal rolling is complete, but before the surface temperature has dropped below 140 degrees Fahrenheit. Rolling shall continue until all roller marks have been eliminated.
 - C. All open edges shall be trimmed straight and even.
 - D. Upon completion of the resurfacing, the finished surface shall be such that it will not vary more than 1/4" over 15 square feet in area measured in any direction. The awardee shall flood the resurfaced area to confirm that all water drains away properly. This procedure shall be done in the presence of the PPO Supervisor assigned. Areas that pocket water to a depth of more than 1/16" shall be reworked until positive drainage has been achieved.

BID SPECIFICATION 7

1. **SURFACE PREPARATION:**
 - A. Pressure clean all mildewed and soiled areas. Scrape all loose materials from surface of play court. Maintain clean conditions.
 - B. Prior to the application of surfacing materials, the entire area shall be inspected for cracks, minor depressions, or irregularities. Flood courts with water to check for depressions.

VENDOR NAME: _____

IS/pg

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 7

- C. Repairs and patches shall be made as required using crack filler and court patch material based on manufacturer's specifications.
 - D. After repairing and patching, the surface shall not vary more than 1/8" in 10 square feet in area.
 - E. All mixes and application methods shall be in strict accordance with the manufacturer's printed instructions.
 - F. Trim edge of sod along perimeter of existing courts to provide a straight clean edge along newly finished surface.
2. Remaining requirements of this Specification are exactly those indicated to Bid Specification 6, number 2.
3. **APPLICATION OF ACRYLIC RESURFACER:**
- A. Acrylic resurfacer should be applied over the properly patched and repaired existing surface. Apply one or more coats of acrylic resurfacer.
 - B. The quantity of sand and water in the above mix may be adjusted by 10% according to the temperature and roughness of the surface. Coverage shall be as recommended by the manufacturer.
 - C. Prepare resurfacer by manufacturers dilution recommendations and provide mix certification.
 - D. Mix the ingredients thoroughly in a mortar box or mortar mixer to a homogenous consistency. Segregation before or during application is not permitted.
 - E. Apply one coat of the mix using manufacturer's recommended rubber-bladed squeegee of maximum available size appropriate to the play court dimensions. Provide uniform surface appearance free from ridges and tool marks.
 - F. Allow the acrylic resurfacer to dry thoroughly. Scrape off all ridges and rough spots and allow thorough curing prior to subsequent applications.
 - G. No visible asphalt porosity after application of resurfacer will be permitted.
 - H. Subsequent coats of resurfacer must cover 5-7 square yards per gallon per coat pending degree of visible surface porosity. Apply coats until surface porosity is eliminated.
4. **APPLICATION OF COLORCOAT:**
- A. Acrylic filler coats shall be applied on the clean, dry underlying surface in three applications to obtain a total quantity of not less than 0.15 gallons or more than 0.23 gallons per square yard, based on the material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured.
 - B. The diluted material shall be homogeneous. Segregation before or during application will not be permitted.
 - C. The finished surface shall have a uniform appearance and be free from ridges and tool marks.
 - D. Apply all applications using a rubber squeegee in the same direction not over 60' in length. For single color courts all applications will be parallel to the net. For two-tone courts, all applications will be applied to the shortest length.
 - E. Edges adjacent to buildings, sidewalks, and curbs not to be coated shall be adequately masked with tape or otherwise protected during each application. Awardee shall also erect appropriate temporary barriers to protect the coatings during drying and curing periods.
 - F. No work shall be performed during rainfall, or when rainfall or high humidity is imminent. No work shall be performed unless the temperature is at least 55 degrees Fahrenheit and rising and no work shall be performed if the temperature of the surface to be coated exceeds 140 degrees Fahrenheit.
 - G. Upon completion, the awardee shall remove all containers, surplus materials and debris. All spills and over-runs shall be removed and the site left in a clean and orderly condition acceptable to the PPO Supervisor assigned.

VENDOR NAME: _____

IS/pg

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 7

5. **PLAY COURT PAVEMENT MARKING:** Awardee must use acrylic line paint for asphalt and color coated play courts. Submit manufacturer's literature, specifications, installation instructions and maintenance instructions.
6. **APPLICATION OF LINE PAINT:** Two-inch wide lines must be precisely located, marked and brush painted. Use masking tape or templates to assure sharp accurate lines free of irregularities.
7. **MATERIAL HANDLING AND STORAGE:** Awardee must store materials under provisions of manufacturer's instructions and protect from extremes of weather, temperature, moisture, and other damage. Awardee is to deliver materials to site in manufacturer's original sealed containers with proper labels attached.
8. **GUARANTEE:** Awardee must provide a guarantee against defects in the materials and workmanship for a period of one year from the date of final acceptance, in addition to the provisions indicated in General Bid Specification 13.
9. **INSTALLER QUALIFICATIONS:**
 - A. A firm that is regularly engaged in construction or resurfacing of all-weather tennis courts, play courts, tracks, or similar athletic surfaces and installing event or other line markings on those courts and surfaces.
 - B. Awardees must submit documentation of minimum 4 years previous experience in construction or re-surfacing of all-weather tennis courts, play courts, tracks, or similar athletic surfaces in the form of a list of past installations including, facility owner, location of court/surface, size and type of court/surface and the year construction or re-surfacing was performed.
10. **ACCEPTABLE MANUFACTURERS** are products made by:
 - A. California Products Corporation
 - B. Advanced Polymer Technology Corporation
 - C. Nova Acrylic Sports USA
 - D. Truflex Recreational Coatings
 - E. Laykold
 - F. Submit manufacturer's literature, specifications, installation and maintenance instructions. All products are to be used as per manufacturer's specifications without exception.
 - G. Products specified are to establish a standard of quality only and are not intended to limit or exclude other products. Comparable materials by other manufacturers may be submitted for approval by the PPO Supervisor assigned.
11. **WEATHER LIMITATIONS AND CLEAN UP** will completed according to Bid Specification 7, number 4F-G, above.
12. **INSPECTION:** Conduct an inspection with representatives of the court surfacing, line or event marking paint manufacturer in the presence of the PPO Supervisor assigned.

BID SPECIFICATION 8

Not Used

BID SPECIFICATION 9

Not Used

VENDOR NAME: _____

IS/pg

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 10

1. **SCOPE:** Awardees shall furnish all labor, materials, equipment, and supervision per General Bid Specification 1 for the proper completion of the specified playground surfaces.
2. **PLAYGROUND SURFACE SYSTEM:** Awardees must provide a polyurethane-based, pour-in-place system complete with primer, base and wearing surface for playground synthetic surfaces. Awardee is to submit manufacturer's literature, specifications, installation, maintenance instructions, warranty information as well as provide samples of each of the specified surfaces with a minimum size of 3 square inches.
3. **QUALITY ASSURANCE:** Awardees must have a minimum of 5 years' experience in the installation and maintenance of synthetic playground systems.
4. **MATERIAL HANDLING AND STORAGE:** Awardees must store materials under provisions of manufacturer's instruction and protect products from extremes of weather, temperature, moisture, and other damage. Deliver materials to site in manufacturer's original sealed containers with proper labels attached.
5. **GUARANTEE:** Awardees must provide a guarantee against defects in the materials and workmanship for a period of three years from the date of final acceptance, in addition to the provisions indicated in General Bid Specification 13.
6. **REFERENCE PRODUCTS:** Child Safe Products, Inc. and Saf Dek are examples of manufacturers/installers that are provided for reference only. The products and installation techniques used by these manufacturers/installers are indicative of the requirements of this bid item.
7. **MATERIALS:**
 - A. Polyurethane-based primers specifically formulated to be compatible with the base and playground surfacing materials
 - B. 100% polyurethane binding agent of MDI-based binder with not more than 2% TDI added.
 - C. Black, recycled SBR particles), processed 3/8" sieve, containing less than 4% dust.
 - D. EPDM granules, peroxide cured. Ensure a minimum EPDM content of 20%, UV-stabilized and full color, processed and chopped to a size of 0.5-3mm.
8. **INSPECTION OF PRE-EXISTING BASE:** Awardee shall inspect the pre-existing base for soundness and conformity to specification required for proper installation of synthetic material and for proper drainage. If the base is found to be inadequate for the installation of the synthetic material the installer shall not proceed. Awardee shall inform the PPO Supervisor assigned of the problems found who will make the necessary corrections.
9. **INSTALLATION:**
 - A. Protect edges adjacent to buildings, sidewalks and curbs not to be coated by masking with tape or otherwise protected. Maintain protection for duration of project.
 - B. When required, apply primer using a 3/8" nap roller at a rate of 300 square feet per gallon, priming all vertical interfaces of curbs.
 - C. SBR Base Layer
 - (1) Mix binder and SBR in a suitable paddle type mixer for 1-2 minutes or until rubber particle is encapsulated. The mixture composition for the SBR base layer shall be as follows:

SBR Particles	100%
MDI Binder	16% of total rubber weight

VENDOR NAME: _____

IS/pg

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 10 (Continued)

- (2) Spread mixture to desired thickness using a screed bar.
- (3) Uniformly compact the mixture with a trowel. Allow base layer to cure to a point of supporting foot traffic without deformity.
- (4) The finished thickness of the base layer shall not be less than 1-5/8".
- D. EPDM Wear Layer
 - (1) Mix binder and EPDM rubber in a suitable paddle type mixer for 1-2 minutes or until rubber particles are encapsulated. The mixture composition for the EPDM base layer shall be as follows:

EPDM Rubber Granules	100%
MDI Binder	22% of total rubber weight
 - (2) Spread mixture to desired thickness using a screed bar.
 - (3) Uniformly compact the mixture with a trowel.
 - (4) Allow wear surface to cure 24-72 hours before opening for use.
 - (5) The finished thickness of the wear layer shall not be less than 3/8".

10. **RESURFACING:**

- A. Protect edges adjacent to buildings, sidewalks and curbs not to be coated by masking with tape or otherwise protected. Maintain protection for duration of project.
- B. Cut out and repair damaged areas prior to resurfacing.
- C. Apply polyurethane-based bonding agent to existing surface.
- D. EPDM Wear Layer
 - (1) Mix binder and EPDM rubber in a suitable paddle type mixer for 1-2 minutes or until rubber particle is encapsulated. The mixture composition for the EPDM base layer shall be as follows:

EPDM Rubber Granules	100%
MDI Binder	22% of total rubber weight
 - (2) Spread mixture to desired thickness using a screed bar.
 - (3) Uniformly compact the mixture with a trowel.
 - (4) Allow wear surface to cure 24-72 hours before opening for use.
 - (5) The finished thickness of the wear layer shall not be less than 3/8".

- 11. **WEATHER LIMITATIONS AND CLEAN UP** will completed according to Bid Specification 7, number 4F-G, above.

BID SPECIFICATION 11

- 1. All concrete work must be inspected by an SBBC Building Code Inspector (BCI). Awardee shall correct any work that fails to conform to the requirements of the contract, does not meet the standards of the BCI and/or the PPO Supervisor assigned during the progress of the work.
- 2. All work to be installed according to attached design standards and the American Concrete Institute rules and regulations.
- 3. All concrete must have a slump of 4" \pm 1". Concrete elevations will be set by the PPO Supervisor assigned.
- 4. All work to be installed in a professional manner making use of first quality standards and materials.

VENDOR NAME: _____

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 11 (Continued)

5. Awardee is responsible for contacting and verifying the location of all overhead and underground utilities per General Bid Specification 7A-D, above.
6. Awardee is responsible for correcting and/or replacing any water lines, sanitary lines, sprinkler systems, electrical lines, existing curbing, sidewalks, streets, buildings, parking lots or landscaped areas that become damaged as a result of the awardees' operations. Repairs shall be completed in accordance with State and local codes and regulations in addition to the satisfaction of the PPO Supervisor assigned.
7. Awardee must coordinate project work and scheduling with the PPO Supervisor assigned for the placement of concrete and allow SBBC personnel to install plumbing, irrigation or electrical utilities prior to inspection. Precautions will be taken maximize the safety of personnel against hazards and/or injuries on the construction work site.
8. Safeguarding equipment, tools, materials associated with the awardees' performance in the construction work site is the responsibility of the awardee.
9. Awardee must provide copy of the inspection report and the soil density report to the PPO Supervisor assigned.
10. Sidewalk repairs will require compaction or tamping prior to installation.
11. Installation of new slabs and sidewalks will require a minimum soil density of **98%** with test results be presented to the BCI at the time of inspection, and includes all required / related sitework (including but not limited to excavation, grading, fill, compaction, materials and equipment) and all labor necessary to perform the scope of work.
12. Subgrades will be free of debris, vegetation and rocks in excess of 2" in diameter.
13. The concrete must be a minimum of 3,000 PSI, with a 4" \pm 1" maximum slump.
14. Concrete sidewalk slabs will be a minimum thickness of 4".
15. Concrete sidewalk slabs through driveways will be a minimum thickness of 6".
16. The visqueen vapor barrier must be 6-mil minimum and is required over compacted, clean fill.
17. Install 6 x 6 x 10 x 10" welded wire fabric over the visqueen vapor barrier with all required supports / chairs.
18. An 8 x 8" thickened edge will be installed at both sidewalk edges except where the sidewalk abuts to a building. One side will only be required in this condition.
19. A continuous no. 5 rebar will be placed in each 8 x 8" thickened edge with all required supports / chairs
20. Around freestanding columns and tree grates, minimum no. 4 crack bars must be installed without thickened edges.

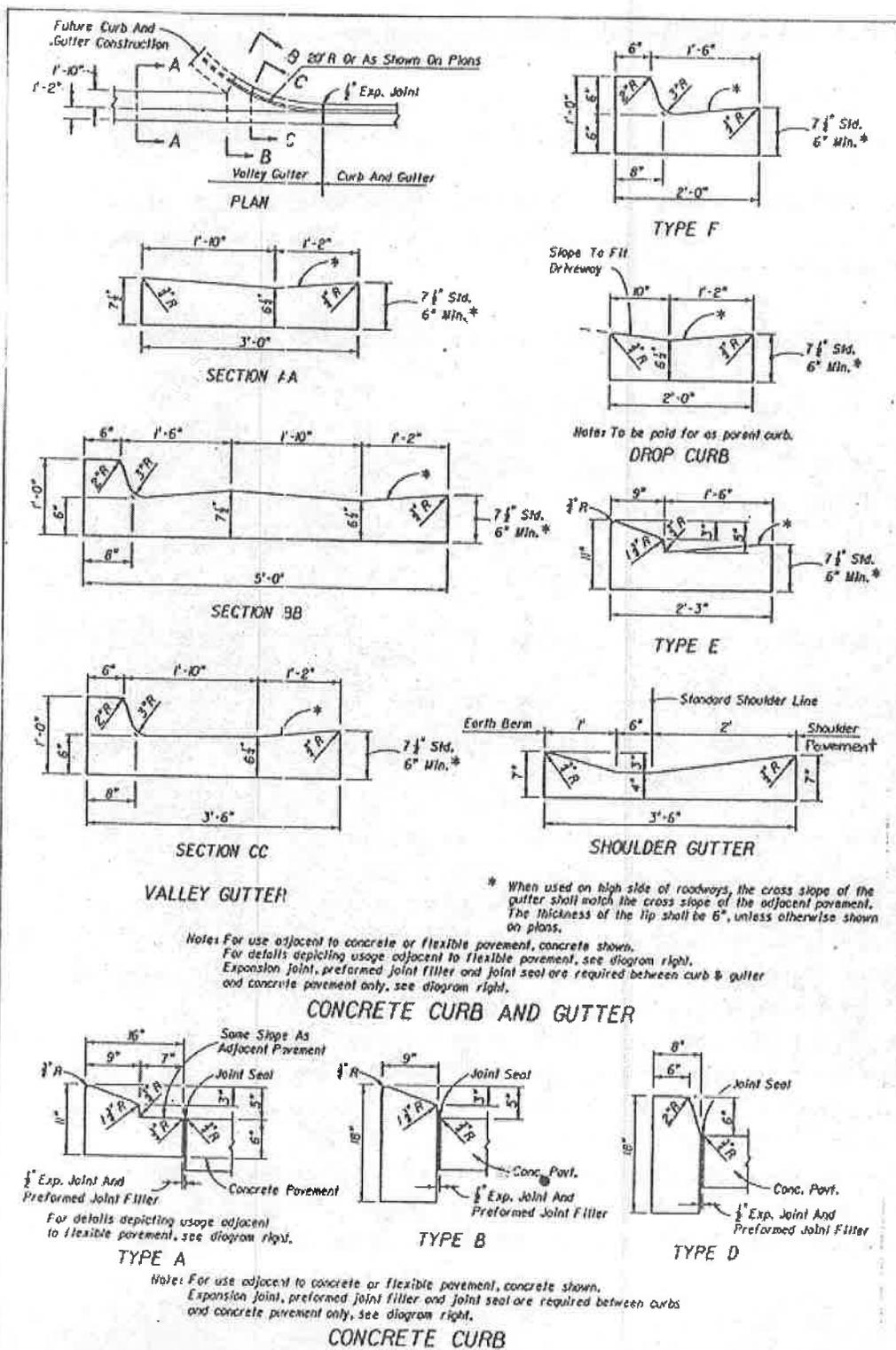
VENDOR NAME: _____

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SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 11 (Continued)

21. A 1-1/4" deep by 1/8" wide contraction/tool/trowel joint will be placed in proportion to the width of the sidewalk. (i.e., if the sidewalk is 5' wide, then the contraction/tool/trowel joint will be placed at intervals of 5'.
22. A 1" deep by 1/2" wide tooled expansion joint with pre-molded expansion joint material and 1/2" by 1/2" two-part traffic grade sealant with tooled finish will be installed every 40 linear feet, every 400 square feet or every sixth contraction/tool/trowel joint, as appropriate.
23. Expansion joints will be installed where a sidewalk abuts a building, column, utility box, etc.
24. Any change of direction will require an expansion joint.
25. Sidewalks will be sloped 1/4" in 1'. All concrete flatwork shall be in accordance with all building codes and Florida accessibility codes as applicable.
26. The sidewalk surface will be lightly broom finished over the troweled finish.
27. Finished concrete work is to be sprayed with a concrete sealer/curing compound upon completion of finished work.
28. Removal of concrete walkways and curb shall include all necessary cutting, excavation and removal from the site. Locations of removal must be filled with sand if necessary to provide an even grade or provide a safe area, and is to include repair of all existing abutting surfaces.
29. Steel reinforcement for cast-in-place and reinforced masonry must comply with ACI 315 and ACI 317, Chapter 7.
 - A. The quality of the steel reinforcement of concrete is governed by the following sources: American Concrete Institute, ACI 305, latest edition; Hot Weather Concreting, American Concrete Institute ACI 315, latest edition; Details and Detailing of Concrete Reinforcement, American Welding Society, ACI 318-95; Building Code Requirements for Structural Concrete and Concrete Reinforcing Steel Institute Manual of Standard Practice for Detailing Reinforced Structures, latest edition.
 - B. Products and materials must meet the following specifications: reinforcing bars, ASTM A615-Grade 60; welded wire fabric, ASTM A185; fabrication to comply with ACI 315 and ACI 318, Chapter 7.
 - C. Reinforcing must be installed in compliance with CRSI Manual of Standard Practice for Detailing Reinforced Concrete Structures, ACI 318, Chapter 7, and ACI 305.
 - D. Install corner reinforcing in beams and footings in corners of 45 degrees or greater providing bent no. 5 bars with 30" legs, of the same number, as the continuous bars. Where continuous footings are interrupted by a pad footing, continue uninterrupted reinforcing through pad footing.

VENDOR NAME: _____
IS/pg

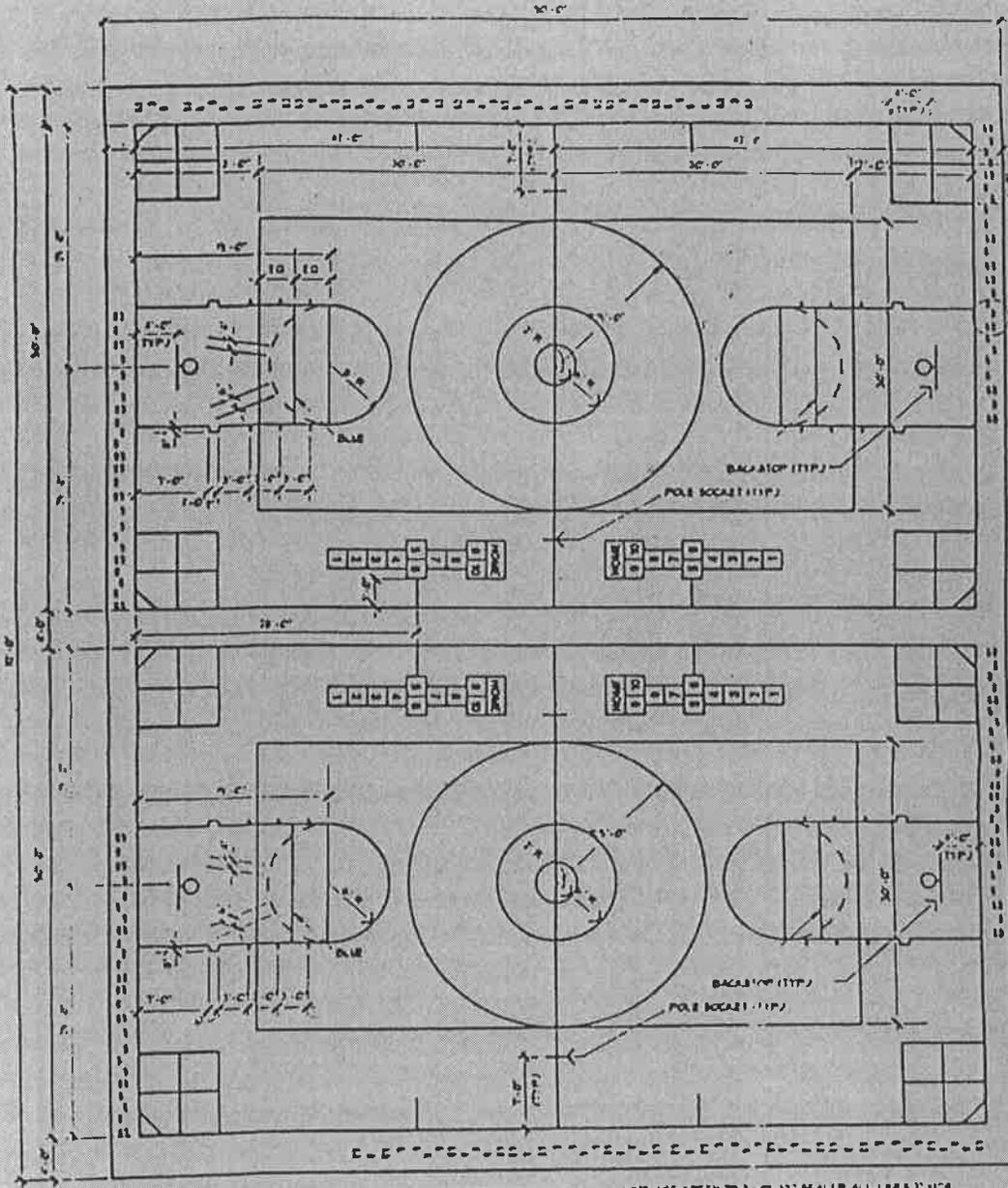


INTERMEDIATE CURB

1/8" = 1'-0"

VENDOR NAME: _____
 IS/pg

PAGE 1

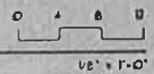


NOTE: ALL LINES 1" WIDE

COLOR SELECTIONS
BASKETBALL - YELLOW
ALL OTHERS - WHITE

NOTE: USE GREEN TYPED PLAY SEALER ALL LINES 1" WIDE
BASKETBALL - YELLOW, ALL OTHERS - WHITE

INTERMEDIATE COURT



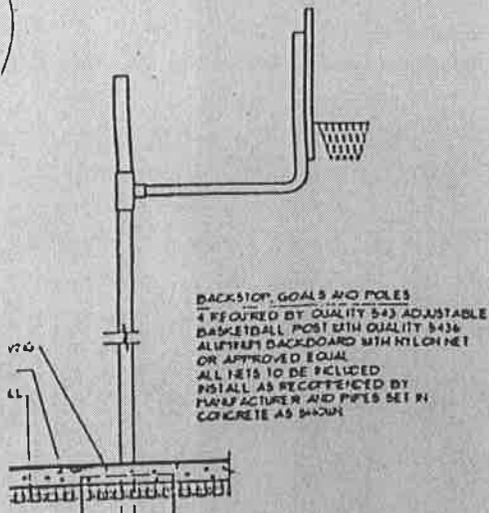
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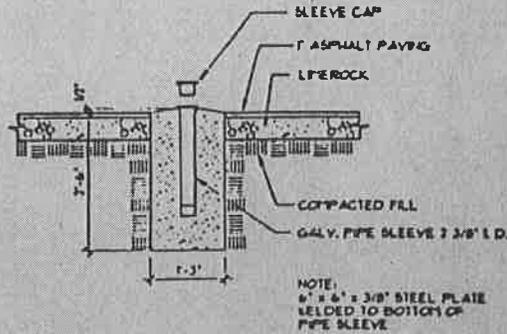
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ORIGINAL ISSUE DATE:
 12 - 18 - 81

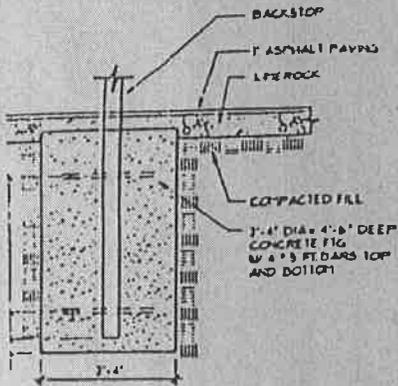
VOLLEYBALL GROUND SLEEVES
 4 4 REQUIRED BY JATFMO 05-350
 1 INCLUDES BOTH SLEEVES AND STANDARDS 1
 GATE STANDARDS ARE 2 3/8" O.D. GALVANIZED STEEL
 INSIDE DIAMETER OF GROUND SLEEVES IS 3 4/8" 10 / 1000



PAVING & BACKSTOP DETAIL
 1/2" = 1'-0"



TYP. POLE SOCKET
 3/4" = 1'-0"



BACKSTOP FOOTING
 3/4" = 1'-0"

NO.	DATE	DESCRIPTION

DESIGNER	MANVILLE	DRAFTER	VARAS
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TITLE	NAME	INITIALS
PROJECT MANAGER	-	-
SEAL DRAWN BY	LAYOIE	-
SEAL CHECKED BY	HANEY	-

THE SCHOOL BOARD OF
 BROWARD COUNTY, FLORIDA
 FACILITIES DEPARTMENT
 1700 S.W. 14th COURT
 FORT LAUDERDALE, FLORIDA

FACILITY: **VARIOUS**

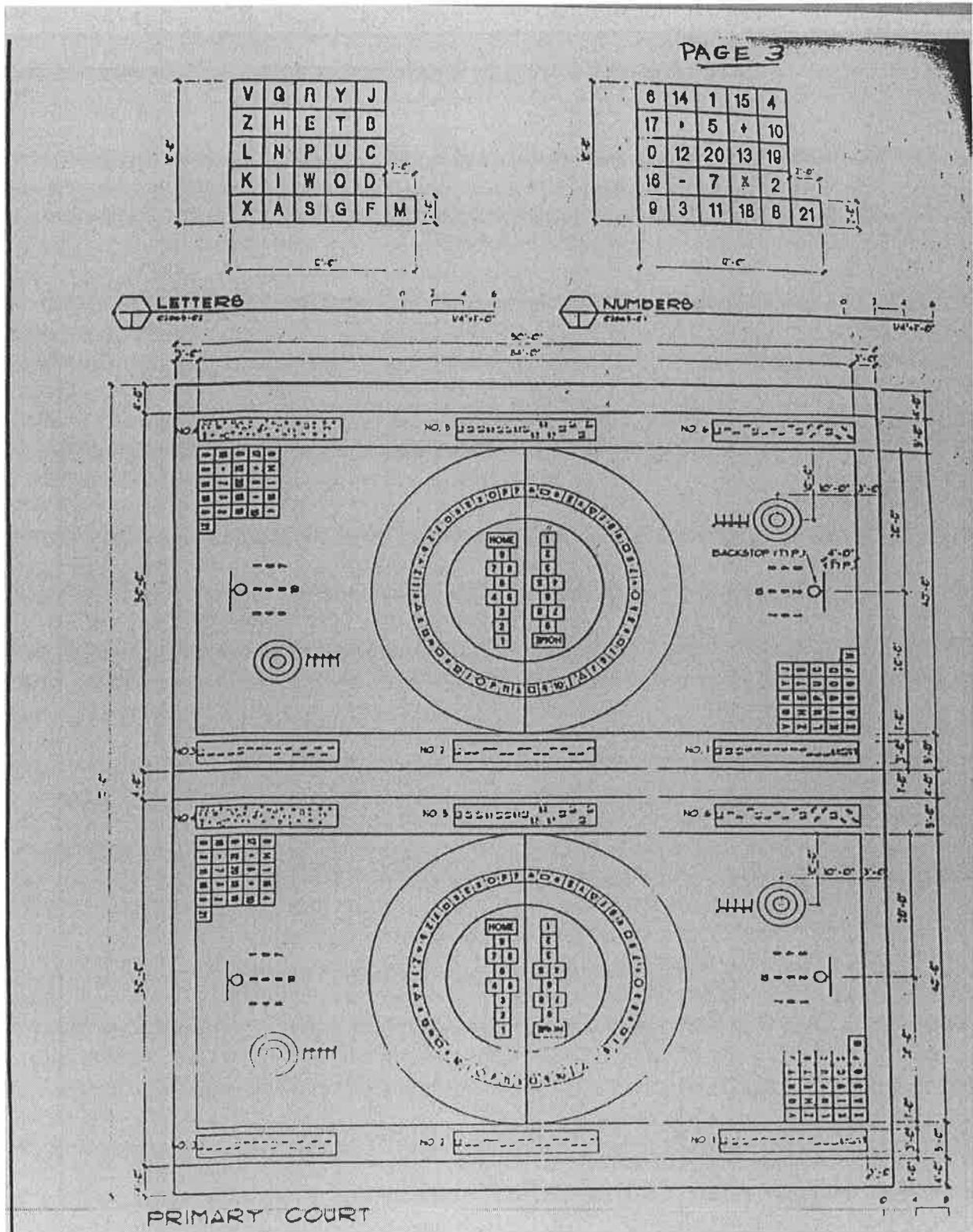
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PROJECT No.:

SHEET TITLE: **INTERMEDIATE PLAYCOURT**

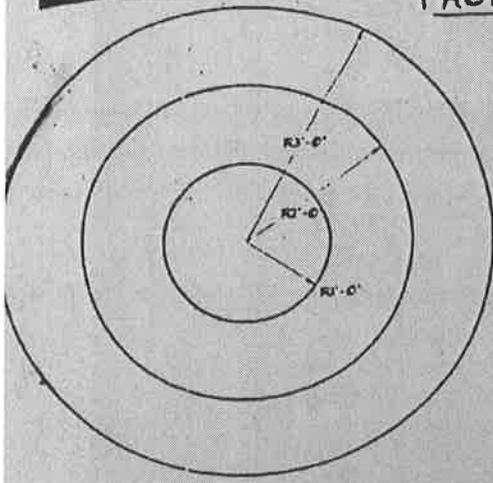
ARCHITECTURAL

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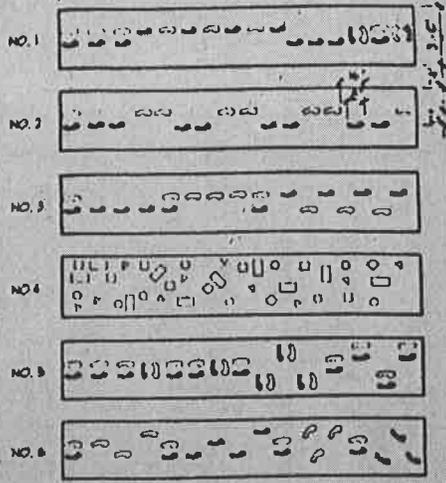


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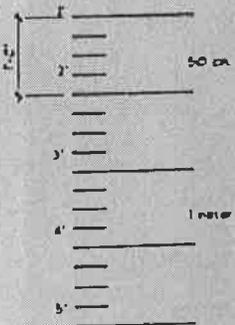
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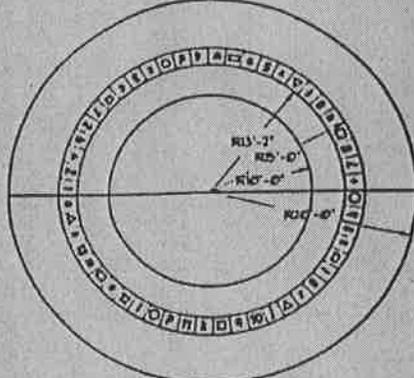
BEANBAG TARGET
 1" = 10'-0"



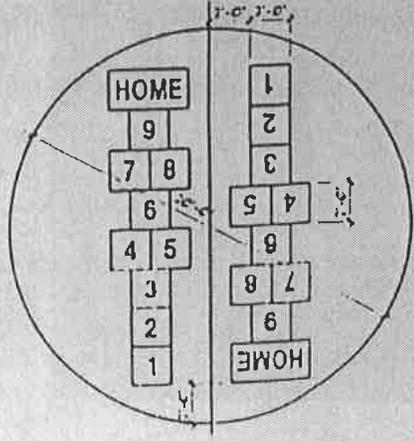
MOVEMENT PATTERNS
 1" = 4'-0"



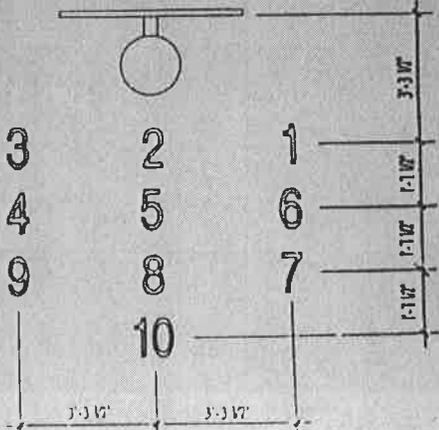
STANDING LONG JUMP
 1" = 1'-0"



CIRCLE PATTERN
 1" = 4'-0"



HOPSCOTCH
 1" = 4'-0"



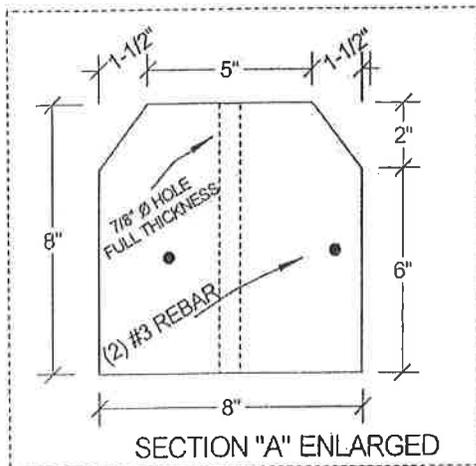
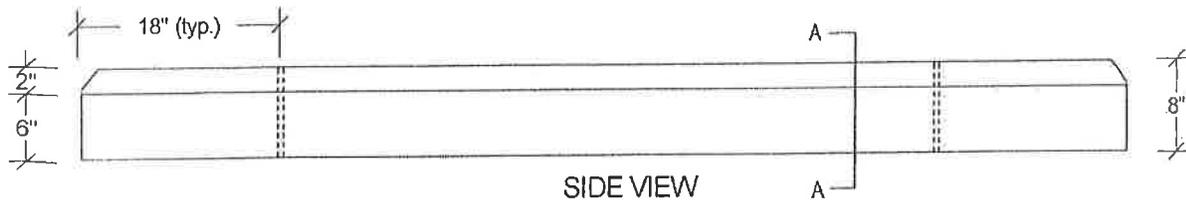
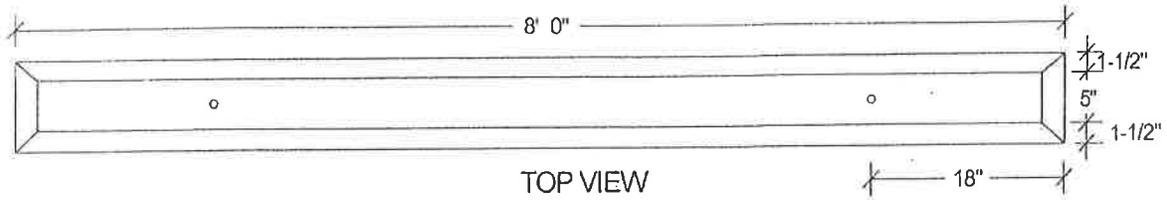
BASKET AREA
 1" = 3'-0"

CADD FILE NAME: PRIMARY	
ORIGINAL ISSUE DATE: 11-18-99	
No.	DESCRIPTION
	DATE BY
HOME	SCALE
TITLE	NAME
PROJECT MANAGER	
SR. DESIGNER	LAYOIE
ED. CHECKER	HANEY
DESIGNER HANDLE	DRAFTER VARAS
THE SCHOOL BOARD BROWARD COUNTY, FLORIDA FACILITIES DEPARTMENT 1700 S.W. 14th COURT FORT LAUDERDALE, FLORIDA	
FACILITY	VARIOUS
PROJECT NAME	
PROJECT No.	
SHEET TITLE	PRIMARY PLAYCOURT

VENDOR NAME: _____
 IS/pg

COMMERCIAL CONCRETE PRODUCTS, INC.

2705 SAMMONDS ROAD PLANT CITY, FLORIDA 33567-4556
TEL> (813)659-3707 FAX> (813)659-3515



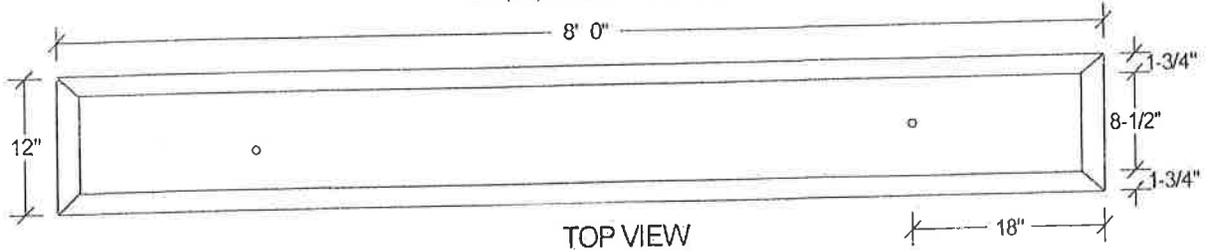
SMALL TRUCK WHEELSTOP

5000 PSI GRAY CONCRETE
SCALE: 1" = 1'

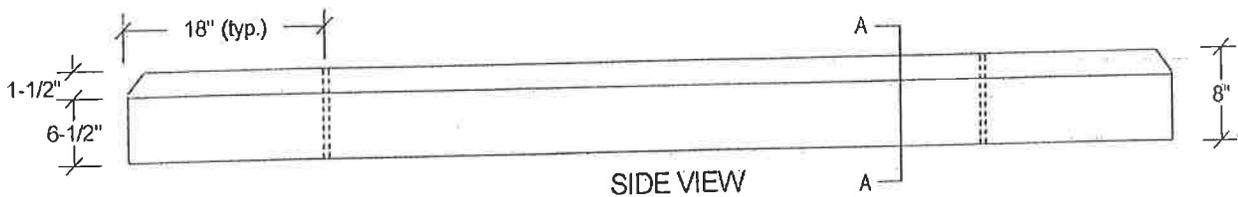
VENDOR NAME: _____
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COMMERCIAL CONCRETE PRODUCTS, INC.

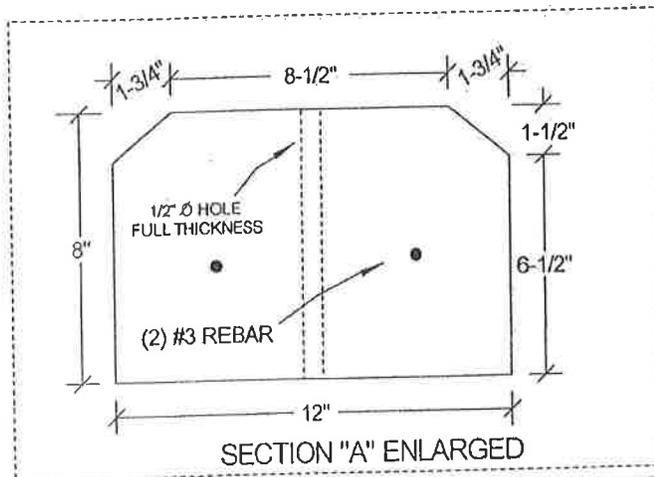
2705 SAMMONDS ROAD PLANT CITY, FLORIDA 33567-4556
TEL > (813)659-3707 FAX > (813)659-3515



TOP VIEW



SIDE VIEW



SECTION "A" ENLARGED

LARGE TRUCK WHEELSTOP

5000 PSI GRAY CONCRETE
SCALE: 1" = 1'

VENDOR NAME: _____
IS/pg

SECTION 7, ATTACHMENT 1
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 an employees of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Company Name

03/28/13

VENDOR NAME: _____
IS/pg

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

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

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

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

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

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

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

SECTION 7, ATTACHMENT 3

INSURANCE REQUIREMENTS

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.

The School Board of Broward County, Florida

SECTION 7, ATTACHMENT 4 (See Special Condition ____)

LEGAL OPINION OF BIDDER'S PREFERENCE

VENDOR NAME: _____

IS/pg

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____ <input type="checkbox"/> Other (see instructions) > _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

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 <i>How to get a TIN</i> on page 3.																					
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width:30px;"> </td><td style="width:30px;"> </td> </tr> </table>	Social security number																			
Social security number																					
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width:30px;"> </td><td style="width:30px;"> </td> </tr> </table>	Employer identification 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 cross out item 2 above if you have been notified by the IRS that you are currently 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 secured 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 3.	
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 www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. 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 card 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 partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the 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 partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require 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.

VENDOR NAME: _____
 IS/pg

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

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 reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. 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 requester, 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 information 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. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester 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 name 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 301.7701-2(c)(2)(ii). 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-8 instead of a Form W-9. 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 "P" 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 (required 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 entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(c), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(j)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$500 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a local executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(c) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(f)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(f)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(j)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, your TIN is 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 get Forms W-7 and SS-4 from the IRS by visiting 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 requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, 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 soon.

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 identified 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 merely providing 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, acquisition 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.

VENDOR NAME: _____
 IS/pg

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ³
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(ii)(A))	The grantor ⁵
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁶
9. Corporation or LLC electing corporate status on Form 9932 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 1.

⁵Note. Grantor also must provide a Form W-9 to trustee of 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 file 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, 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 14839.

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 1-800-829-4050.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering 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 secret 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 1-800-368-4484. 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 (1-877-438-4338).

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 you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses 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 cities, 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, payors must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

VENDOR NAME: _____
 IS/pg



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: _____

Checking

Savings

VENDOR AREA:

Remittance Confirmation:
(please select one) _____

Fax

Email

Federal Identification No.
Vendor _____

TAX ID#

SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

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: _____

VENDOR NAME: _____

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: _____

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

Comments:

Signature: _____ Date: _____

VENDOR NAME: _____

**EXHIBIT A
M/WBE PARTICIPATION**

Complete the following information on the proposed M/WBE participation on this contract.

Proposer's Company Name: _____

M/WBE Firm Information	Scope and/or Nature of Work to be Performed by the M/WBE	PROVIDE % of M/WBE Participation for this contract	Actual Amount to be expended with M/WBE *
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____			
Firm Name: _____ Contact Person: _____ Address: _____ _____ Telephone No.: _____ Facsimile No.: _____ SBBC M/WBE Certification No.: _____			

* PLEASE INDICATE IF AMOUNT TO BE EXPENSED IS: PER YEAR - PER CONTRACT PERIOD OR OTHER

A LIST OF SBBC M/WBE CERTIFIED VENDORS CAN BE FOUND AT THIS WEBSITE.

<http://www.broward.k12.fl.us/supply/vendors/MWBE.htm>

VENDOR NAME: _____

IS/pg

Exhibit A

Monthly Utilization Reports to be Submitted to:

The School Board of Broward County, Florida
Supplier Diversity & Outreach Program
7720 West Oakland Park Boulevard, Suite 323
Sunrise, FL 33351-6704

754-321-0550 Telephone

754-321-0934 FAX

MONTHLY M/WBE UTILIZATION REPORT

This report is required 15 days after the end of each month, whether the M/WBE(s) received payments or not, until all committed remuneration has been received by the M/WBE.

1. Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. Failure to comply may result in the School Board commencing proceedings to impose sanctions on the Prime Vendor, in addition to pursuing any other available legal remedy. Sanctions may include the withholding of payments for work committed to M/WBE participants, and a negative recommendation to award further contracts bid by The School Board of Broward County, Florida.

PRIME VENDOR INFORMATION

NAME & ADDRESS OF PRIME VENDOR	CONTRACT AMOUNT (if applicable)	LENGTH OF CONTRACT	CONTRACT START DATE	CONTRACT END DATE	TOTAL % OR \$ AMOUNT TO MINORITY/WOMEN
ITB Number: _____ ITB Title: _____					

SUPPLIER DIVERSITY & OUTREACH PROGRAM VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	AMOUNT DRAWN/PAID TO VENDOR	AMOUNT FOR WORK PERFORMED DURING MONTH	AMOUNT PAID TO DATE	% of TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature & Title: _____

Phone # (_____) _____

Date: _____

VENDOR NAME: _____

Pre-Qualification of Contractors Notice

NOTICE TO ALL BIDDERS

Please be advised that in order for bids for this project to be accepted by the School Board of Broward County, Florida the bidder must be Pre-Qualified in accordance with 1013.46 F.S., State Requirements for Educational Facilities Ch. 4.1(1), and Board Policy 7003 at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened.

Background Screening of Contractual Personnel

NOTICE TO ALL BIDDERS

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

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

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

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

**Document 00101
Document 00200
Document 00455
Document 00700
Document 01560**



The School Board of Broward County, Florida
 Procurement & Warehousing Services
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, Florida 33351

(754) 321-0505

Document 00220: Bidder's Request for Information

To: Construction Purchasing Agent
 Procurement & Warehousing Services
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, Florida 33351

Date: _____

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

Project: Design Build RFP Number 15-098F
 Facility Name: McFatter Technical Project N/A
 Consultant: _____

Category:

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

Reference:

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

Subject: _____

Description:

Bidder:

Company Name
& Address:

Phone:

By:

Signature

Title

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

Document 00420
Bid Security Form

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

KNOW ALL MEN BY THESE PRESENTS, that we,

(Hereinafter called "Principal") and

,
a corporation chartered and doing business under the laws of the State of _____
and authorized under the laws of the State of Florida and approved by the U. S. Treasury
Department to act as surety on bonds, as "Surety" (hereinafter called "Surety") are held and
firmly bound into The School Board of Broward County, Florida, a body corporate (here-in-
after called the "Owner"), in the sum of:

Written
Amount: _____ Dollars

Figures: \$ _____

lawful money of the United States of America, to be paid to The School Board of Broward
County, Florida, for which payment well and truly made, we bind ourselves, our successors,
and several respective heirs, executors, administrators, and assigns, jointly and severally,
firmly by these presents:

WHEREAS, the above bounden "Principal" contemplates submitting or has submitted a
proposal to the said "Owner" for furnishing all necessary labor, materials, equipment,
machinery, tools, apparatus, and means of transportation for the construction of:

RFP 15-098F Design/Build McFatter , and,

WHEREAS, it was a condition precedent to the submission of said bid that a certified check
or bid bond in the amount of five per cent (5%) of the base bid be submitted with said bid as
a guarantee that the bidder would, if awarded the contract, enter into a written contract with
The School Board of Broward County, Florida and furnish a contract surety bond, issued by
a surety company approved by the U. S. Treasury Department, licensed to do business in
Florida, and executed and signed by a resident agent having an office in Florida,
representing such Surety company, in an amount equal to one hundred percent (100%) of
the Contract price for the performance of said contract within ten (10) Consecutive calendar
days after written notice having been given of the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the
proposal of the "Principal" herein be accepted and said "Principal" within ten (10)
consecutive calendar days after written notice being given of such acceptance, enter into a

written contract with the said "Owner" and furnish a contract Surety bond in an amount equal to one hundred per cent (100%) of the contract price, satisfactory to the said "Owner," then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to The School Board of Broward County, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of The School Board of Broward County, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of the said "Principal."

IN WITNESS WHEREOF, the said

As "Principal" herein, has caused these presents to be signed in its name by its

President _____, and attested by its Secretary _____
under its **corporate seal**, and the said

as "Surety" herein, has caused these presents to be signed in its name by its

_____, and attested by its _____,

under its corporate seal _____ day of _____, AD., 20 _____.
this _____

Attest:

Contractor:

(Title)

By:

(Title)

Attest:

Surety:

(Title)

By:

(Title)

**USE THIS FORM
(NO OTHER FORM WILL BE ACCEPTABLE)**

Document 00455:
Background Screening of Contractual Personnel

Project No. &
Location No.:
Project Title:
Facility Name:

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

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

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

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

Document 00455:
Background Screening of Contractual Personnel

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

BY: _____ **DATE:** _____

NAME (Printed) _____ **TITLE:** _____

Notarization

State of: _____)

County of: _____)

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

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

Notary Public: _____

Affix Seal

Commission Expires on: _____



The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00455
Background Screening of Contractual Personnel

School Board of Broward County – Contractors & Vendors

Those who need to request entry badges to the Broward School Board Facilities need to go to www.L1enrollment.com and follow the instructions.

Before processing your documentation you need to have a signed contract or Purchase Order and a Vendor number; to obtain a Vendor number please call (754) 321-1830.

All vendors and contractors must provide the necessary information as soon as possible to L-1. These documents can be found by selecting the Forms and Links hyperlink found in the L1 website.

Please choose from the links for The School Board of Broward County, Florida. The "Online Scheduling" section starts the appointment process. The "Locations" section provides a listing of locations in The School Board of Broward County, Florida for you to browse before starting the appointment process. The "Forms and Links" section provides access to forms relating to the fingerprint background check process and links for information on this process.

If you have any questions, please call L-1 Enrollment Services at 866-528-1359.

Document 00455:
Background Screening of Contractual Personnel

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared

_____ who, being by

me first duly sworn, made the following statement:

1. Contractor Name: _____
Address: _____
2. My relationship to the Contractor named in (1) above is: _____
(List relationship such as sole proprietor, partner, president, vice president, etc.)
3. Federal Employer Identification Number (FEIN) (or if entity has no FEIN, the social security number of the person signing this sworn statement) _____

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

SUPPLIER DIVERSITY & OUTREACH PROGRAM REQUIREMENTS

1. M/WBE PARTICIPATION REQUIREMENT

The School Board of Broward County, Florida (SBBC) is committed to ensuring the awarding of construction subcontracts to minority and women businesses. In accordance with Florida Statute 1001.41(1) and (2), and the School Board Policy 7007, the Supplier Diversity & Outreach Program (SDOP) requires that all projects shall have M/WBE subcontracting goals and that Contractors awarded work on such projects fully participate in the SDOP. Compliance with the requirements of this Document 00467 is **mandatory**.

The M/WBE Participation Goal for the General Contractor shall be 25 percent or more.

The M/WBE Participation Goal for all other Contractors shall be 10 percent or more.

2. ENFORCEMENT

Monthly Applications for Payment shall be submitted and must include completed M/WBE Utilization Reports. The SDOP will closely monitor these reports to verify that the M/WBE percentage goals are being met and maintained for the duration of the project. Compliance with this procedure will be **strictly enforced**. Payment verification will be closely monitored. If the Contractor fails to comply with this provision it will be considered in default of its contract.

3. DEFINITIONS:

The following terms shall have the stated meanings (the definitions shall not apply outside of this Document where inconsistent with those stated elsewhere in the Bidding Documents).

A. Bidder: An individual, firm, partnership, corporation, LLC or combination thereof submitting a bid to perform the work as the Prime Contractor.

B. Minority/Women Business Enterprise (M/WBE):

1. Any legal entity other than a joint venture, which is organized to engage in commercial transactions and which is at least 51 percent owned and controlled by minority persons. Minority persons being citizens or lawful permanent residents of the United States and who are:

a. An African American, a person having origins in any of the black racial groups of Africa;

- b. An Hispanic, a person of Spanish or Portuguese culture including, but not limited to, persons with origins in Mexico, South America, Central America, or the Caribbean islands, regardless of race;
 - c. An Asian, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands;
 - d. An American Indian or Alaskan Native, a person having origins in any of the original peoples of North America; or
 - e. A White Female.
- C. M/WBE Subcontractor List: A list of Certified M/WBE Subcontractors maintained by and available from the SDOP. This list represents only the subcontractors that have been certified by SDOP as meeting the requirements for participation as a Certified M/WBE Subcontractor as listed in Section F(1-4). This list is provided as an aid to Contractors in their effort to meet the M/WBE Subcontractor's participation goal. The SDOP does not insist that the Contractor utilize any subcontractor from the list. For additional information call 754-321-0550 or to view a list of vendors and subcontractors certified by SDOP, go to www.broward.k12.fl.us/supply/vendors/MWBE.htm.
- D. Director, Supply Management & Logistics Department: An employee of The School Board of Broward County, Florida, or a designee, serving as the School Board's administrator of the contract, responsible for coordinating, implementing and monitoring of SDOP, hereafter referred to as the "Director of Supply Management & Logistics".
- E. M/WBE Subcontracting Goal: M/WBE Subcontractor participation goal established by The SBBC for this project, as stated in this document. This goal is stated as a numerical percentage of the Work proposed on the ERF (Estimating Recap Form - Document 00800b). This goal can be reasonably attained by means of applying every reasonable and sufficient effort to utilize M/WBE Subcontractors in the performance of Work under this Contract and in accordance with the terms and requirements of this Article.
- F. Other Contractors: Electrical, Mechanical, Plumbing or any other licensed, trade specific contractor not considered a General Contractor.
- G. Certified M/WBE Subcontractor: A Subcontractor who is certified as an M/WBE by The SBBC if it meets all of the following criteria:
1. The Subcontractor produces evidence of an Occupational License at the time of application for M/WBE Certification, establishing the company as an entity legally authorized to engage in building construction in Broward County, Florida.
- Note: It is the responsibility of the Prime Contractor to verify that all Subcontractors have the required licenses, insurance, and bonding prior to and during the contract period.**

2. The Subcontractor produces evidence of ownership, operation, control and management of the firm on a daily basis.
3. The Subcontractor is an M/WBE Subcontractor as defined under paragraph B (1) above on the date of submission of the ERF.
4. The Subcontractor meets all SBBC and SDOP requirements for Certification prior to the award of the contract.

4. UTILIZATION OF M/WBE SUBCONTRACTORS

- A. Contractor's Obligation: Ensure that Certified M/WBE Subcontractors, as defined above in paragraphs 3(B) and 3(F), have the maximum opportunity to participate in the performance of the contract and are pro-active, in accordance with this Provision, to ensure that Certified M/WBE Subcontractors have the maximum opportunity to compete for and perform work.
- B. Contract Goal: (See Paragraph 3(E)) The stated goal is to have portions of the work under the contract performed by certified M/WBE Subcontractors for dollar amounts that are a numerical percentage of the amount on the ERF which is to be stated in the Agreement.
- C. M/WBE Contractors: A Contractor who is an M/WBE Certified Contractor may, subject to compliance with the applicable requirements of Section 5(C) of this Article, achieve the stated goal by performing work with its own forces with a dollar amount equal to the percentage goal.
- D. Unavailable: An M/WBE Subcontractor is unavailable to do specific work if:
 1. The Subcontractor has been informed of the terms and specifications of the Contract and:
 - a. Does not offer a proposal to do such work or decline an opportunity to do work.
 - b. Does not intend, or is unable, to make a proposal because of lack of interest.
 - c. Is unable to meet the reasonable and ordinary demands connected with doing such work.
 - d. Is unwilling to meet the specifications for such work.
 - e. Is unwilling to work on this project or in this geographic area.
 - f. Otherwise is unable to do the work for any other reason as is determined by SDOP to be sufficient.

5. REQUIREMENTS AND PROCEDURES PRIOR TO THE ISSUANCE OF A NOTICE TO PROCEED:

A. Submittals:

Prior to a Notice to Proceed being issued, as a condition of contract award, the Contractor must submit to the Owner the following M/WBE documents:

1. Document 00470, Letter of Intent: M/WBE Subcontractor Participation: A letter to the Contractor from each prospective Certified M/WBE Subcontractor that has agreed to participate in the project stating Trade Items and dollar amounts.
2. Document 00475, Summary: M/WBE Subcontractors Participating: Wherein all Subcontractors submitting a Letter of Intent are listed, together with their Contract (Trade) Items and subcontract dollar value amounts. The total M/WBE subcontract dollar value amount is compared to the total Bid Price (Base Bid and Alternates) as a percentage (%), which should equal or exceed the Contract Goal.
3. Document 00480, Unavailability Certification: M/WBE Subcontractor Participation: If the Contractor is unable to commit adequate M/WBE Subcontractor Participation to meet the Contract Goal, it shall request execution of this document for each M/WBE Subcontractor it has solicited, but who cannot participate for reasons of their own. This is necessary to show good faith efforts on the Contractor's part to meet the Contract Goal.

B. Good Faith Efforts:

If the information submitted in response to Paragraph 5.A demonstrates that a Contractor does not meet the M/WBE Subcontractor Goal, then information sufficient to satisfy SDOP that the Contractor has made good faith efforts must be submitted.

In making the required judgment, SDOP will consider some or all of the following good faith efforts. Other factors or types of efforts may be relevant in appropriate cases. In determining whether or not a Contractor has made good faith efforts, SDOP will evaluate the efforts that a Contractor has made and the quantity and intensity of these efforts.

Good Faith Efforts are as follows:

1. The Contractor provided written notice to a reasonable number of M/WBE Subcontractors soliciting their participation in sufficient time to allow M/WBE Subcontractors to participate effectively;
2. The Contractor, in order to increase the likelihood of meeting the goal, selected portions of the work to be performed by M/WBE Subcontractors that could be broken down into economically feasible units to facilitate M/WBE Subcontractor participation;
3. The Contractor provided interested M/WBE Subcontractors with adequate information about the plans, specifications and requirements of the contract;
4. The Contractor negotiated in good faith with interested M/WBE Subcontractors, not rejecting M/WBE Subcontractors as unqualified without sound reasons based on a thorough knowledge of their capabilities;
5. The Contractor contacted SDOP for direct referral for certified M/WBE Subcontractors when the Contractor was unsuccessful in locating qualified vendors on their own;

6. The Contractor maintained records stating name, address, type of trade, and described results of contact with each M/WBE Subcontractor specifically for this project;
7. The Contractor actively maintains a file with the names and addresses of M/WBE Subcontractors. (List may be obtained from SDOP)
8. The Contractor engaged in specific and continuing personal recruitment efforts directed at minority contractor organizations, minority recruitment organizations, and minority business assistance centers.

Meeting the goal, or making good faith efforts to do so, is a condition of being issued a Notice to Proceed.

The listing of M/WBE Subcontractors by a Contractor shall constitute a representation by the Contractor that such entity is qualified and available, and a commitment by the Contractor that, if it is issued a Notice to Proceed, it will enter into a subcontract in the amount set forth in its submission, subject to the terms of this Article.

C. Acceptability of M/WBE Subcontractor Submission.

1. If the SDOP questions the acceptability of the Contractor's M/WBE Subcontractor submissions, upon at least three (3) consecutive business days notice given by SDOP, the Contractor shall meet with SDOP to present information to substantiate its compliance with the applicable requirements.
2. Not later than seven (7) calendar days after the communication with the Contractor, SDOP shall make a written recommendation to the Director of Supply Management & Logistics as to the acceptability of the M/WBE Subcontractor involved and which shall include a statement of the facts and reasons upon which it is based.
 - a. If SDOP cannot recommend issuance of a Notice to Proceed to the Primary Contractor, the Secondary Contractor will be contacted to provide the required M/WBE documents as stated in 5(A)(1) through (3).

D. Calculation of M/WBE Subcontractor Participation toward Contract Goal.

M/WBE Subcontractor participation shall be calculated toward meeting the goal as follows:

1. Once The SBBC has determined that a firm is an eligible M/WBE Subcontractor, the total dollar value of the contract awarded to the M/WBE Subcontractor is counted toward the goal, except as limited by paragraph 5(C)(2).
2. The SBBC will count toward the goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the M/WBE Subcontractor partner in the joint venture.

3. The SBBC shall count toward the goal only expenditures to M/WBE Subcontractors that perform a useful contractual function in the work. An M/WBE Subcontractor is considered to perform a useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out the responsibilities by actually performing and supervising the work involved.
4. Consistent with normal industry practices, an M/WBE Subcontractor may enter into subcontracts. If such an entity subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices to non-M/WBE subcontractors, the entity shall not be considered as an M/WBE Subcontractor.

E. Issuance of a Notice to Proceed:

Provided the Contractor submitted the completed forms and information as required by Document 00467, and submitted information sufficient to satisfy SDOP that it has met the contract goal or has made good faith efforts to meet the goal, a Notice to Proceed will be issued.

6. REQUIREMENTS AND PROCEDURES SUBSEQUENT TO THE ISSUANCE OF A NOTICE TO PROCEED:

A. Subcontracts:

1. Approved

After issuance of a Notice to Proceed, the Contractor shall submit, for SBBC approval, subcontracts corresponding in all respects to the proposed agreements listed on its SUMMARY: M/WBE SUBCONTRACTORS PARTICIPATING (including authorized substitutions). Upon approval by SDOP, the Contractor shall execute the subcontracts.

2. Disapproved or Excused

The Director of Supply Management & Logistics, together with SDOP, retains the right to disapprove any subcontract with an M/WBE Subcontractor proposed under this Provision. If the Director of Supply Management & Logistics disapproves a subcontract for reasons relating to its form, the same M/WBE Subcontractor shall be allowed to resubmit his proposal for the same work and at the same price, in a form acceptable to the Director of Supply Management & Logistics. If the Director of Supply Management & Logistics disapproves a subcontract for any other reason, or if an M/WBE Subcontractor fails to follow through on its Letter of Intent, the awarded Contractor shall be excused from proposing that subcontract and shall proceed with a substitution of M/WBE Subcontractor as prescribed in Paragraph 6(B) following:

B. Substitution of M/WBE Subcontractors:

1. Excused from Entering Subcontracts: If, prior to execution of a subcontract required by this Article, the Contractor submits a written request to the Director of Supply Management & Logistics and demonstrates to the satisfaction of the Director of Supply Management & Logistics that, as a result of a change in circumstances beyond its control, of which it was not aware, and could not reasonably have been aware prior to the issuance of a Notice to Proceed, an M/WBE Subcontractor who is to enter into such subcontract has not qualified, or the M/WBE Subcontractor has unreasonably refused to execute the subcontract, the Contractor shall be excused from executing such contract with that subcontractor, who will be replaced with another acceptable Certified M/WBE Subcontractor, if possible (or available).
2. Termination of Subcontracts: If, after execution of a subcontract required by this Article, the Contractor submits a written notice to the Director of Supply Management & Logistics that such subcontract has committed and failed to remedy a material breach of the subcontract, the Contractor may proceed to exercise such rights as may be available to terminate the subcontract.
3. Alternative Subcontracts: If the Contractor is excused from proposing a subcontract under Section 6(B)(1) or rightfully terminates a subcontract under paragraph 6(B)(2) and without such subcontract the successful Contractor will not achieve the level of M/WBE Subcontractor participation upon which the Notice to Proceed was issued, the Contractor shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by other Certified M/WBE Subcontractor(s) for a contract price for such work equal to or less than the price originally scheduled for such work (less all amounts previously paid thereof).
4. Compliance with Contract Goal: The Contractor shall be deemed to be in continued compliance with the established goal for M/WBE Subcontractor Participation if, following the situation described in paragraph 6(B)(3):
 - a. The Contractor shall propose and enter each such alternative subcontract for the same work with an M/WBE Subcontractor.
 - b. The Contractor demonstrates to the satisfaction of SDOP and the Director of Supply Management & Logistics that it has made every reasonable effort to contact and negotiate with M/WBE Subcontractors in an attempt to comply with W/MBE requirements.
 - c. In spite of Contractor's best efforts, it was unable to subcontract the work because M/WBE Subcontractors were not qualified, unavailable, unwilling or unable to propose a price for such work equal to or less than the price originally scheduled for such work (less all amounts previously paid thereof).

5. Monthly Monitoring Report:

- a. The Contractor holding a contract containing M/WBE participation goals is required to submit a monthly M/WBE Contractor/Subcontractors Utilization Report (Document 00485) with their monthly report and invoice. Forms can be obtained from SDOP.

C. Non-Compliance with Contract Goal:

1. Should the Contractor fail to comply with the provisions of Paragraph 6(B)(5)(a), it shall be considered in default of its Contract.

End of Document 00467



**The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351**

(754) 321-0505

Document 00545: NOTICE: BE READY TO PROCEED

Date:

To:

Building Permit No.:

**Company
Name &
Address:**

Certified Mail RRR No.:

This document constitutes your Notice: Be Ready to Proceed with the following Contract:

Project No.:
Location No.:
Project Title:
Facility Name:

You are hereby notified that the Contract Times as stated for this Contract will commence on the contract award date which will be the following:

You are instructed to be ready to perform the obligations of the Contract on that date, with:

- A required performance period of _____ consecutive calendar days.
- Have all your permits and Bonds ready to commence work upon approval of the requirements of the contract.

A Pre-Construction Conference is scheduled for:

Time:
Date:
Place: **Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351**

Please review the applicable sections of the Project Manual for further information regarding attendance and the agenda for the Pre-Construction Conference.

Additional Instructions relative to this Notice to be Ready follow below:

- | Item | Instruction |
|-------------|--------------------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |



**The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351**

(754) 321-0505

Document 00545: NOTICE: BE READY TO PROCEED

Your surety is being advised of this Notice: Be Ready to Proceed by copy of this document and its attachments. Your Bid Security is returned as an attachment to this Notice: Be Ready to Proceed.

If you have any questions concerning this Be Ready to Proceed, please contact the Project Manager indicated on Document 00002, Project Directory, found within the Project Manual for this contract and listed below.

Sincerely,

Director, Supply Management and Logistics
xxx/xxx/xx: xx

Attachments:

- Document 00520 Agreement Form
- Document 00600 Performance Bond
- Document 00610 Payment Bond
- Bid Security Check or Bid Security Form
-

Copies:

- NAME, Principal
- NAME, Chief Facilities & Construction Officer (With Copy of Performance and Payment Bonds)
- NAME, Director, Facility Planning and Real Estate
- NAME, Director, Supply Management & Logistics
- NAME, Chief Building Official
- NAME, Manager, Design & Construction Contracts
- NAME, Senior Project Manager
- NAME, Project Manager (With Copy of Attachments)
- NAME, Capital Payments Review Supervisor
- NAME, Project Consultant (With Copy of Attachments)
- NAME, Surety (With Original Attachments)
- Project File (With Original Attachments)
- Contract Set (With Original Attachments)
- File



**The School Board of Broward County, Florida
Supply Management and Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351**

(754) 321-0505

Document 00545: NOTICE: BE READY TO PROCEED



The School Board of Broward County, Florida
 Procurement & Warehousing Services Department
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, Florida 33351

(754) 321-0505

Document 00910: Addendum

To: All Prospective Bidders

Addendum No.: _____ Date: _____

Project No:
 Project Title:
 Facility Name:

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

Receipt of this Addendum must be acknowledged by inserting its number and date on the Proposal Form. Failure to do so may subject the Bidder to disqualification. The bidder must also sign and return this document to the printer listed below.

NOTE: Addenda may be obtained at the following location upon the payment of the cost of the hardcopy set of the Addenda with any applicable Attachments:

'Reprografia', Division of Thomas Reprographics
 801 N. Andrews Ave.
 Fort Lauderdale, FL 33311
 Hours of Operation: Monday through Friday 8:00 am – 5:30 pm
 Phone: (954) 525-0157 Fax: (954) 525-0387
 E-MAIL cad@reprografia.com

Bidder's Acknowledgement of Receipt of Addendum (Bidder must sign & return to Printer)

Bidder's Firm Name: _____ **Date:** _____

Authorized Representative: _____ (Print)

Authorized Representative: _____ (Signature)

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

Changes to the Project Manual:

Changes to the Drawings:

Attachments to the Addendum:

Recommended:			
	(Project Consultant's Name)	(Project Consultant's Signature)	(Date)
Reviewed & Approved:			
	(Project Manager's Name)	(Project Manager's Signature)	(Date)
Issued:			
	(Contracts Department)	(Contracts Department Signature)	(Date)

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