



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES  
MARY COKER, DIRECTOR  
[www.browardschools.com](http://www.browardschools.com)

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*Superintendent of Schools*

April 14, 2016

Dear Prospective Bidders:

**SUBJECT: Instructions to Bidders  
Invitation to Bid 16-128F Miscellaneous Asbestos and Mold Abatement**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Miscellaneous Asbestos and Mold Abatement**. 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 [michelle.wilcox@browardschools.com](mailto:michelle.wilcox@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.**

- **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 [michelle.wilcox@browardschools.com](mailto:michelle.wilcox@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.

Michelle Bryant Wilcox  
Purchasing Agent

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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 on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services :

**May 11, 2016**

ITB NO.:

**16-128F**

RELEASE DATE :

**April 14, 2016**

PURCHASING AGENT:

Michelle Bryant Wilcox  
754-321-0503

BID TITLE:

**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed bids are not allowed and will not be considered for award.

## 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.

*I agree that this bid cannot be withdrawn within 90 days from date due.*

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

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

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

## SECTION 2, Submittal Requirements

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

☐ Bid Bond

☐

Descriptive Literature

☒

**M/WBE Participation**

☐

Material Safety Data Sheets

Special Condition \_\_\_\_

Special Condition \_\_\_\_

**Exhibit A**

Special Condition \_\_\_\_

☐ Manufacturers Authorization

☒

**Conflict of Interest Form  
Section 7, Attachment 1**

☒

**Certificate of Debarment  
General Condition 45**

☐

Other \_\_\_\_\_  
Special Condition \_\_\_\_

☐ **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 shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
  - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
  - 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 Section 2, Chapter 287.084, Florida Statutes, 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 Chapter 287.084, Florida Statutes. 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 shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall 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 shall not be a consideration in determination of award of bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

  - a) **TAXES:** SBBC 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 SBBC owned real property as defined in Chapter 192, 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 shall 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. SBBC specifically reserves the right to reject any conditional bid.
3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall 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 item. 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 SBBC 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 shall be issued.
6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB 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 17<sup>th</sup> 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 SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall 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 SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall 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 shall 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. **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 Procurement & Warehousing Services 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 this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC 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 SBBC. 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.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC 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 shall be considered as a breach of contract.
16. **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.
17. **ANTI-DISCRIMINATION:** SBBC, 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, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **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.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC 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 shall 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 SBBC 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.
20. **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 shall be returned to non-Awardees. After acceptance of bid, SBBC shall 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 shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **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. 3<sup>rd</sup> Avenue, 7<sup>th</sup> Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall 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 shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO MATERIALS LOGISTICS CENTRAL (WAREHOUSE):** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) **7:00 a.m. to 2:00 p.m. ET.**
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **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 SBBC 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** shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall 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, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee 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 Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee 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.

36. **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 SBBC 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 SBBC 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 SBBC administration is closed. Section 3 b, Chapter 120.57, 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 3, Chapter 120.57, 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 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. 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 shall not be acceptable for the filing of bonds.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on [www.demandstar.com](http://www.demandstar.com) on May 18, 2016 at 3:00 p.m. ET, and shall 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](http://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 SBBC 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 SBBC 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 SBBC 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. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**
37. (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 shall not be acceptable for the filing of bonds.
38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in 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 shall not accept delivery of any bid or related material requiring SBBC 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.)
39. **PACKING SLIPS:** It shall 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 shall result in refusal of shipment at Awardee's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall 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) AWARDEE 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 AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE'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 AWARDEE, SBBC or otherwise.
42. **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.
43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **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.
45. **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 shall 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.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **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.
47. **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.
48. **DISTRIBUTION:** DemandStar by Onvia, [www.demandstar.com](http://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 Bidders 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.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, [www.browardschools.com](http://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.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders 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 Bidder;
  - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
  - The Florida Certified Minority/Women Business Enterprise Bidder;
  - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
  - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
  - The Florida Bidder, 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 shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders 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 shall 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.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
  - The ITB; then
  - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.



52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) 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 businesses within SBBC's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or <http://www.broward.k12.fl.us/supply/sdop/index.html>.
53. **SBBC MATERIAL NUMBER:** The seven digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **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 shall 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 shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall 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 July 1, 2015, 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 shall 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](http://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](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 shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees 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. 3<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33301.**
55. **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 shall 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).
56. **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 Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **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 SBBC. These orders shall 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 Awardees 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 an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **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 Awardee'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 Awardee shall not be considered and shall not be recommended for award.
  - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, 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 SBBC. Further, any Awardee, 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 Awardee is attempting to sell goods or services to SBBC. 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 Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **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 shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.



62. **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 shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

*Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall 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 SBBC 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 SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.*

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

#### **SECTION 4, SPECIAL CONDITIONS**

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on **Miscellaneous Asbestos and Mold Abatement** as specified herein. The scope of requirements includes, but is not limited to, **Asbestos and Mold Abatement**. Prices quoted shall include, but not limited to the construction pursuant to drawings, specifications and other design documents for various schools, departments and centers within Broward County, Florida. The Awardee(s) shall 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.**
2. **TERM:** The award of this bid shall establish a contract for the period **beginning on the date of Board Award and continuing through for three (3) years from date of award.** Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. . If only one bid is received, the term of the contract shall be reduced to one year.
3. **AWARD:** In order to meet the needs of SBBC, each **ITEM OR GROUP**, as indicated on the Bid Summary Sheet, shall be awarded up to the three lowest responsive and responsible Bidders meeting specifications, terms and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of 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. Work will be assigned on a rotating basis. Total award of all contracts shall not exceed \$1,800,000.  
  
SBBC reserves the right to procure Asbestos and Mold Abatement from more than one award simultaneously or designate a subset of units to a particular awardee for the orderly, safe maintenance and smooth operation of District facilities.  
  
After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.
4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Michelle Bryant Wilcox, Procurement and Warehousing Services, 754-321-0503 or e-mail at michelle.wilcox@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 **Mrs. Wilcox**, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. To be given consideration, all questions must be submitted on Document 00220, Bidder's Request for Information, and must be received by the Procurement & Warehousing Services Department no later than ten (10) days prior to the date set for receipt of bids. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

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

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The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**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/or \$300,000, 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 shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 2 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **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 shall be available, upon request, to resolve billing and delivery problems.
7. **FORCE MAJEURE:** Except for the provisions of this bid, each party shall 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.
8. **PROTECTION OF PROPERTY:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless such is caused by the SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee.
9. **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.

VENDOR NAME: \_\_\_\_\_  
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The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 4, SPECIAL CONDITIONS (Continued)**

10. **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.
11. **W-9 FORMS:** All Bidders are requested to complete the attached W-9, in Section \_\_, Attachment \_\_, and submit with their bid.

VENDOR NAME: \_\_\_\_\_  
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The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 5, BID SUMMARY SHEET**

**BASE BID:**

The Proposer proposes to perform all work necessary for or incidental to Miscellaneous Asbestos and Mold Abatement including but not limited to removal of asbestos bearing and mold contaminated materials in accordance with the specified Unit Prices listed in the Schedule of Unit Prices multiplied by the Multiplier shown below: (in the event of discrepancy between numbers and words the words shall prevail)

Multiplier: \_\_\_\_\_  
(Minimum 2 Decimal Places) In Words

The multiplier quoted above, as applied to the Schedule of Unit Prices below, will be utilized by the Owner as the basis for issuing work and will not vary with quantities of work actually awarded.

**THE BASE BID (MULTIPLIER) ALONE WILL BE THE BASIS OF AWARD**

**TIME AND MATERIAL:**

In the event of the need for other miscellaneous environmental services or for items not included in the Schedule of Unit Prices, the Proposer agrees to provide the labor necessary to complete the related work for the unit prices inserted below.

**Additional Price Information (requested hourly pricing will not form basis of award)**

Miscellaneous Abatement Supervisor:

\$ \_\_\_\_\_ per hour  
(amount in numbers) \$ \_\_\_\_\_ per hour  
(amount in words)

Miscellaneous Abatement Worker:

\$ \_\_\_\_\_ per hour  
(amount in numbers) \$ \_\_\_\_\_ per hour  
(amount in words)

Labor unit prices will be reimbursed for workers directly employed by the contractor to perform the abatement work at the site and shall be deemed to include all labor costs, overhead, and profit.

Materials and Rentals for work completed on a Time and Material Basis will be negotiated on a per job basis prior to mobilization to the site.

**MOBILIZATION:**

Mobilization of forces to a job site to perform miscellaneous abatement operations will be included as an additional line item for Mobilization, one (1) per project as outlined below in the Schedule of Unit Prices. Mobilization charge shall not apply to work agreed upon and completed on a time and material basis.

VENDOR NAME: \_\_\_\_\_  
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The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 5, BID SUMMARY SHEET (Continued)**

Schedule of Unit Prices

Line Item #	Item Description	Unit	Unit Price
	<b><u>A. General</u></b>		
1	Installation of Decon Unit (2 separate hard-wall Decons)	Each	1,800.00
2	Installation of Decon Unit (hard-wall 'T' Decon for Portables and Limited Access Spaces)	Each	1,500.00
3	Installation of Decon for Mini-Containment	Each	750.00
4	Installation of 'Soft' Decon with No Public Access (2 separate soft-wall Decons)	Each	1,200.00
5	Installation of 'Soft' Decon with No Public Access	Each	1,000.00
6	Installation of Tunnel Between Work Areas (hard-wall) (1 Way/Length of Tunnel)	Ln. Ft.	45.00
7	Installation of Tunnel Between Work Areas (soft-wall) (1 Way/Length of Tunnel)	Ln. Ft.	25.00
8	Hourly Rate for Miscellaneous Labor (ie moving furniture)	Man / Hour	30.00
9	Secure Openings with 5/8" Plywood Where ACM or Other Materials Were Removed	Sq. Ft.	5.00
	<b><u>B. Remove ACM Mechanical System Insulation</u></b>		
10	Insulation from Piping $\leq$ 6" (Conventional)	Ln. Ft.	5.00
11	Insulation from Piping $\leq$ 6" (Glove Bag)	Ln. Ft.	25.00
12	Insulation from Pipe Fittings $\leq$ 6" (Conventional)	Each	7.00
13	Insulation from Pipe Fittings $\leq$ 6" (Glove Bag)	Each	30.00
14	Insulation from Piping $>$ 6" (Conventional)	Ln. Ft.	10.00
15	Insulation from Piping $>$ 6" (Glove Bag)	Ln. Ft.	25.00
16	Insulation from Pipe Fittings $>$ 6" (Conventional)	Each	12.00
17	Insulation from Pipe Fittings $>$ 6" (Glove Bag)	Each	30.00
18	Repair - Patch/Cover and Encapsulate Damaged ACM TSI on Pipes and Fittings	Ln. Ft.	4.50
19	Insulation from Boilers, Stacks and Ducts	Sq. Ft.	8.00
20	Patch/Cover and Encapsulate Damaged ACM TSI on Boilers, Stacks and Ducts	Sq. Ft.	10.00
	<b><u>C. Remove ACM Miscellaneous Material</u></b>		
21	Duct Connector (Vibration Isolator) per LF of Duct Perimeter	Ln. Ft.	8.00
22	Lift-Out Ceiling Tile and Decontaminate Grid System	Sq. Ft.	3.00
23	Adhered Ceiling Tile (incl. Mastic) and Decontaminate Substrate	Sq. Ft.	3.50
24	Z-Spline Ceiling Tile (Complete System)	Sq. Ft.	3.00
25	Caulk / Sealant - Remove	Ln. Ft.	4.00
26	Fire Door	Each	100.00
27	Fire Door (Five or More)	Each	75.00
28	Lab Tables	Sq. Ft.	5.00
29	Metal Sink with Insulation	Each	50.00
30	Rope Gaskets	Ln. Ft.	8.00
31	Vinyl Floor Tile	Sq. Ft.	3.00
32	Vinyl Floor Tile per Additional Layer over One	Sq. Ft.	1.00
33	Floor Mastic	Sq. Ft.	1.00
34	Carpet	Sq. Ft.	1.50
35	Wood Floor (Including Mastic)	Sq. Ft.	2.50
36	Wood/Mastic Floor per Additional Layer over One	Sq. Ft.	1.50
37	Fibrous Board (Wall Board, Drywall, etc.)	Sq. Ft.	2.50
38	Wall Mastic / Mirror Mastic	Sq. Ft.	1.50

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

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The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 5, BID SUMMARY SHEET (Continued)**

Schedule of Unit Prices (continued)

39	Cement Board, Transite (Walls)	Sq. Ft.	3.00
40	Cement Board, Transite (Ceilings/Roof Deck)	Sq. Ft.	6.00
41	Kilns (Complete Removal of Unit)	Each	300.00
42	Vault Door	Each	500.00
43	Light Fixtures Remove, Clean and Decontaminate	Each	30.00
44	ACM Wire from Fixtures, Equipment, Appliances, etc.	Ln. Ft.	3.00
45	ACM Wire from Conduit, Ducts, Raceways, etc. (per linear foot of raceway)	Ln. Ft.	2.00
46	Wall or Ceiling Insulation	Sq. Ft.	1.00
47	Clean and Decontaminate ACM Debris (per cubic foot of work area)	Cu. Ft.	1.00
48	Fiberglass HVAC Duct and Mastic Remove Complete	Sq. Ft.	4.00
49	Metal HVAC Duct, Insulation, and Mastic Remove Complete	Sq. Ft.	8.00
50	Metal HVAC Insulation, and Mastic Only	Sq. Ft.	3.00
51	Roof Flashing (base flashing, wall flashing, expansion joints, etc.)	Sq. Ft.	5.00
52	Roofing Pitch Pans	Each	25.00
53	Build-Up Bituminous Roof Removal Complete (incl. flashing, pitch pans, expansion joints, felts, etc.)	Sq. Ft.	3.00
	<b><u>D. Remove ACM Surfacing Material</u></b>		
54	Acoustic Plaster from Scratch Coat	Sq. Ft.	7.00
55	Acoustic Plaster including Scratch Coat from Substraight	Sq. Ft.	8.00
56	Acoustic Plaster with Wire Lathe	Sq. Ft.	6.00
57	Encapsulate Acoustic Plaster	Sq. Ft.	3.00
58	Spray-On Fireproofing from Metal or Concrete Deck	Sq. Ft.	9.00
59	Cementitious Scratch/Finish Coat from Interior Metal or Concrete Deck	Sq. Ft.	55.00
60	Cementitious Scratch/Finish Coat from Exterior Metal or Concrete Deck	Sq. Ft.	65.00
	<b><u>E. Mold Abatement / Removal of Non-ACM Materials</u></b>		
61	Drywall (excludes framing)	Sq. Ft.	2.00
62	Ceiling Tile (remove ceiling tile and decontaminate grid/hanger system)	Sq. Ft.	2.00
63	Carpet	Sq. Ft.	1.50
64	Thermal System Insulation	Ln. Ft.	3.00
65	Vinyl Wall Covering	Sq. Ft.	2.00
66	Substrate Preparation with Anti-Microbial Paint	Sq. Ft.	3.00
67	Clean and Decontaminate Mold Items/Surfaces	Sq. Ft.	1.00
68	Cabinetry and Shelving - Remove and Decontaminate Casework Affixed to Surfaces	Ln. Ft.	20.00
69	Tackable Wall Surface	Sq. Ft.	2.00
70	Ceramic Wall Tile with Substrate	Sq. Ft.	5.00
71	Wall or Ceiling Insulation	Sq. Ft.	1.00

**Work above 15 feet use multiplier of 1.1 on above prices.**

**Mobilization to site Within 24 Hours**

With Full Decon	<b>\$1,000.00</b>
With Mini Decon	<b>\$700.00</b>
No Decon - Emergency Response - clean up	<b>\$500.00</b>

**Mobilization to site after 24 Hours**

With Full Decon	<b>\$700.00</b>
With Mini Decon	<b>\$500.00</b>
No Decon - fire doors, kilns, etc.	<b>\$250.00</b>

**NOTE: Non Specified Items shall be negotiated on a Per-Job Basis.**

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

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The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 5, BID SUMMARY SHEET (Continued)**

**REQUIRED ADDITIONAL INFORMATION**

**COMPANY REPRESENTATIVE:** (See Special Condition 6)

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

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Local/Toll-Free Phone Number

\_\_\_\_\_  
E-Mail Address

**NOTE TO BIDDER:** Review General Condition 52 prior to completing and mailing this bid.

**Bidder's M/WBE Certification Number:** \_\_\_\_\_

**Agency Issuing This Number:** \_\_\_\_\_

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

The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 6, BID SPECIFICATIONS**

**6.1. PROJECT DESCRIPTION AND LOCATION**

Work of this Contract comprises asbestos and mold abatement activities. The project site may be located at any SBBC facility as needed throughout the contract term. The Scope of Work for each activity is defined by the Work Authorization Form (WAF) for Work Authorized Under the Asbestos and Mold Abatement Term Contract. By signing the WAF or performing the Work, the Contractor agrees to the specific quantities indicated. The Contractor waives any claim for additional Work unless approved by the Owner and Project Consultant prior to commencement of the additional work. The sum of Mobilization set forth in the agreement will be a single charge to the Owner for all Work indicated on the WAF. Unit Price Schedules will be adjusted by the Multiplier set forth in the agreement. All work will be completed within the allotted time stated on the project WAF. Punch list items will be corrected within 5 days of project completion.

**6.2. CODES AND STANDARDS**

- 6.2.1 Except to the extent that more explicit or more stringent requirements are written directly into the Contract Documents, all applicable codes, and regulations, have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the Contract Documents, or as if published copies are bound herewith.
- 6.2.2 The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to Work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Project Consultant harmless for failure to comply with any applicable Work, hauling, disposal, safety, health or other regulation on the part of himself, his employees, or his subcontractors.
- 6.2.3 Except where earlier editions are specifically indicated, latest adopted editions with current revisions and amendments of the referenced codes and standards are considered minimum requirements for materials, workmanship and safety where not covered elsewhere in these specifications.
- 6.2.4 Obtain copies of the following regulations (unless otherwise indicated) and retain at the project site, available for reference by parties who have a reasonable need for such reference:
  - 6.2.4.1 Comply with latest edition of The Florida Building Code (Building, Plumbing, Mechanical, Fuel Gas, High Velocity Hurricane Zones protocols and required product Notice of Acceptance (NOA)) with amendments, that include reference to State Requirements for Educational Facilities, (SREF) as administered by the Florida Department of Education, Office of Educational Facilities, Tallahassee, Florida 23299.
  - 6.2.4.2 All portions of the following codes and regulations are incorporated into and made a part of SREF. Obtain copies of standards only as required in this specification:
    - a) **ANSI.** American National Standards Institute. References to ANSI standards shall be the edition listed in the latest edition of the ANSI standards. Obtain copies of standards only as required in respective Specification Sections.
    - b) **ASTM.** American Society for Testing Materials.
    - c) **NEC.** NFPA 70, National Electrical Code.
    - d) **NFPA.** National Fire Protection Association. References to NFPA codes shall be the edition listed in the latest edition of the National Fire Codes.
    - e) In the case of conflicting requirements where SREF is mute, the more, or most, stringent shall apply.

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

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The School Board of Broward County, Florida

**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 6, BID SPECIFICATIONS (Continued)**

6.2.4.3 OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

- a) Title 29 CFR 1926.1001 – Non-Construction Standard for Asbestos
- b) Title 29 CFR 1910.134 - Respiratory Protection
- c) Title 29 CFR 1926.1101 - Construction Industry Standards for Asbestos

6.2.4.4 EPA: US Environmental Protection Agency (EPA), including but not limited to:

- a) Asbestos Abatement Projects; Worker Protection Rule Title 40, Part 763, Sub-part G of the Code of Federal Regulations
- b) Asbestos Hazard Emergency Response Act (AHERA) Regulations Title 40, Part 763, Sub-part E of the Code of Federal Regulations
- c) Asbestos-Containing Materials in Schools Final Rule & Notice Title 40, Part 763, Sub-part E of the Code of Federal Regulations
- d) EPA Model Accreditation Plan – Asbestos-Containing Materials Final Rule & Notice Title 40, Part 763, Sub-part E, Appendix C of the Code of Federal Regulations
- e) National Emissions Standard for Hazardous Air Pollutants (NESHAP) National Emission Standard for Asbestos Title 40, Part 61, Sub-part A, and Sub-part M (revised Sub-part B) of the Code of Federal Regulations

6.2.4.5 DOT: U. S. Department of Transportation, including but not limited to: Hazardous Substances, Title 29, Part 171 and 172 of the Code of Federal Regulations.

6.2.4.6 State Requirements: Which govern asbestos abatement Work or hauling and disposal of asbestos waste materials include, but are not limited to, the following:

- a) Chapter 255 of the Florida Statutes (Asbestos Management Program).
- b) Chapter 469 of the Florida Statutes (Licensure of Asbestos Consultants and Contractors).
- c) Chapter 468 of the Florida Statutes (Mold Related Services).

**Standards**

6.2.5.1 All standards that are applicable to equipment and processes, governed by construction, mold and asbestos abatement activities have the same force and effect (and are made part of the contract documents by reference) as if copied directly into the contract documents.

6.2.5.2 EPA Guidance Documents: Which discuss asbestos abatement work or hauling and disposal of asbestos waste materials are listed below for the Contractor's information only. These documents do not describe the Contract Work and are not a part of the Work of this Contract.

- a) Guidance for Controlling Asbestos-Containing Materials in Buildings (Purple Book). EPA 560/5-85-024.
- b) Friable Asbestos-Containing Materials in Schools: Identification and Notification Rule (40 CFR Part 763).
- c) Evaluation of the EPA Asbestos-in-Schools Identification and Notification Rule. EPA 560/5-84-005.

The School Board of Broward County, Florida

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

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The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 6, BID SPECIFICATIONS (Continued)**

- d) Asbestos in Buildings: National Survey of Asbestos-Containing Friable Materials. EPA 560/5-84-006.
- e) Asbestos in Buildings: Guidance for Service and Maintenance Personnel. EPA 560/5-85-018.
- f) Asbestos Waste Management Guidance. EPA 530-SW-85-007.
- g) Asbestos Fact Book. EPA Office of Public Affairs
- h) Asbestos in Buildings. Simplified Sampling Scheme for Friable Surfacing Materials.
- i) A Guide to Respiratory Protection for the Asbestos Abatement Industry. EPA-560-OPTS-86-001.
- j) Mold Remediation in Schools and Commercial Buildings. EPA 402-K-01-001.
- k) ANSI/IICRC S-520 Standard and Reference Guide for Professional Mold Remediation.

**6.3 LICENSES AND QUALIFICATIONS**

6.3.1 Maintain current licenses as required by applicable State or local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the Work of this Contract and as amended or revised during the term of the contract.

6.3.2 The Contractor will have conducted within the last three (3) years, three (3) projects of similar complexity and dollar value as this project; have not been cited and penalized for serious violations of federal (and state as applicable) EPA and OSHA asbestos regulations in the past three (3) years; have adequate liability/occurrence insurance for asbestos and mold work as required by the state and the School Board of Broward County; have adequate and qualified personnel available to complete the work; have comprehensive standard operating procedures for asbestos and mold work; have adequate materials, equipment and supplies to perform the work.

**6.4 DEFINITIONS**

6.4.1 Asbestos definitions from the following regulations are incorporated by reference. If the term is defined differently in these regulations, AHERA regulations shall be followed.

6.4.1.1 Title 29 CFR 1926.1101

6.4.1.2 AHERA Regulations Title 40, Part 763, Sub-part E of the Code of Federal Regulations

6.4.1.3 EPA Model Accreditation Plan – Asbestos-Containing Materials Final Rule & Notice Title 40, Part 763, Sub-part E, Appendix C of the Code of Federal Regulations

6.4.1.4 National Emissions Standard for Hazardous Air Pollutants (NESHAP) National Emission Standard for Asbestos Title 40, Part 61, Sub-part A, and Sub-part M (revised Sub-part B) of the Code of Federal Regulations

6.4.2 Mold definitions from ANSI/IICRC S-520 Standard and Reference Guide for Professional Mold Remediation are incorporated by reference.

**6.5 CONTRACTOR'S USE OF SITE AND PREMISES**

6.5.1 A designated area on the site shall be provided for the Contractor. This area requires confirmation, approval and acceptance by the Owner and the Project Consultant as to its location, access, perimeter, size and use on the Site.

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

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The School Board of Broward County, Florida

**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 6. BID SPECIFICATIONS**

- 6.5.2 The Contractor shall be fully responsible for securing and maintaining this area in a clean, organized and workmanlike manner at all times.
- 6.5.3 During all phases of work on the project, the Contractor shall remove any and all excess materials and debris from the site after the completion of each and every sequence of the work and/or phase of construction.
- 6.5.4 In existing areas of remodeling/renovations remove debris and clean areas of the building and project site containing construction materials, debris, and spills on a daily basis to the satisfaction of the Board. Dispose of non-asbestos containing materials using covered rubbish containers. Dispose of asbestos containing materials in accordance with Section 6.23
- 6.5.5 Do not disrupt classroom activities: Schedule work involving loud equipment operation, access to occupied classrooms, or other disruptive or hazardous activities for times during which classes are not in session.
- 6.5.6 School Buildings, including classroom areas, administrative areas, restrooms, cafeterias, gymnasiums, building common areas, playgrounds, walkways, courtyards and other building areas are off limits to contractor personnel except as immediately necessary for the performance of the Work.
- 6.5.7 No existing restroom facilities are available for the Contractor's use unless requested, and permission granted, in writing prior to use. The Contractor shall maintain all restroom facilities, dedicated for his employees, in a clean and sanitary condition at all times. If restroom facilities are not available, or Contractor is denied use of existing restroom facilities, Contractor shall provide single-occupant, self-contained restroom units of the chemical type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar non-absorbent material.
- 6.5.8 Do not interact with students, faculty or staff.
- 6.5.9 Smoking is not allowed on SBBC property.
- 6.5.10 Maintain egress widths to exits. Do not block or impede existing egress widths or exits.
- 6.5.11 Lock all vehicles, trucks and equipment on site to prevent unauthorized use.
- 6.5.12 Comply with local requirements, ordinances, noise restrictions and coordinate with Owner and Project Consultant for scheduling activities. No work shall be conducted unless a school custodian or other person assigned by the school Principal is on duty. Abatement activities are typically scheduled when students are not present (evenings, weekends, school breaks).

**6.6 VARIATIONS IN QUANTITY**

The quantities and locations of building materials to be abated as determined during the Preconstruction Meeting are estimated and are limited by physical constraints imposed by occupancy of the buildings and accessibility to impacted materials. Accordingly, minor variations (+/- 5%) in quantities of building materials requiring removal are considered as having no impact on contract price and time requirements of this contract. Where additional work is required beyond the above variation, the Contractor shall request a revised WAF with the corrected quantities prior to removing any additional materials.

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

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The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 6. BID SPECIFICATIONS (Continued)**

**6.7 EXISTING CONDITIONS**

During the Pre-job Damage Survey, the contractor is required to field verify and list all existing conditions with the Owner and Project Consultant prior to accepting a WAF. Unless further damaged is caused by the Contractor during execution of the project, the Contractor is not responsible for repair of items on this list.

**6.8 CORRECTION OF DAMAGE TO PROPERTY**

Consider any damage to building or property not identified in the pre-job damage survey as having resulted from the execution of this contract. Correct damage at no additional cost to Owner and Project Consultant.

**6.9 MEETINGS**

6.9.1 Contract Kickoff: Owner will schedule and administer the meeting. The purpose of the meeting will be to discuss the scope of work, work procedures, required submittals, work sequencing, use of premises, payment applications. The contractor, contractor superintendent and/or contractor representatives are required to attend.

6.9.2 Preconstruction Meetings: Owner will schedule and administer the meetings, which will take place at the proposed project locations. The purpose of the meetings will be to discuss the project specific scope of work, work procedures, work sequencing, and use of premises. The contractor, contractor superintendent and/or contractor representatives are required to attend.

**6.10 SCAFFOLDING**

Provide all scaffolding, ladders and/or staging, etc., as necessary to accomplish the Work of this Contract. The type, erection and use of all scaffolding shall comply with all applicable OSHA provisions.

**6.11 FIRE EXTINGUISHERS**

6.11.1 Shall be provided in accordance with the applicable recommendations of NFPA Standard 10 Portable Fire Extinguishers, latest edition. Extinguishers shall have a minimum UL rating of 2A-10BC.

6.11.12 Locate fire extinguishers where they are most convenient and effective for their intended purpose, but provide not less than one extinguisher in each work area and equipment room and one outside the work area in the clean room.

**6.12 WATER SERVICE**

6.12.1 The Owner will provide water at no charge. Contractor shall provide connections as described in this section.

6.12.2 Connections to the Owner's water system shall include backflow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaks from dripping valves and connections shall be controlled so that water will not damage existing finishes or equipment.

6.12.3 Provide UL rated electric hot water heater to supply hot water for the Decontamination Unit shower. Provide with relief valve and schedule 40 PVC or hard copper piping leading to a suitable drain or receptacle. Wiring of the hot water heater shall be in compliance with local electric codes for wet locations, as an alternate, the hot water may be secured from the building hot water system, if authorized in writing by the Owner.

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**6.13 ELECTRICAL SERVICE**

- 6.13.1 The Owner will provide electrical service at no charge. Contractor shall provide connections as described in this section.
- 6.13.2 Comply with applicable NEC-1990 NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service.
- 6.13.3 Provide temporary service to accommodate all electrical equipment required for completion of the Work.
- 6.13.4 Provide identification warning signs at power outlets which are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.
- 6.13.5 Equip all circuits for any purpose entering the Work Area with ground fault circuit interrupters. Locate ground fault circuit interrupters outside the Work Area so that all circuits are protected prior to entry into the Work Area. Provide circuit breaker type ground fault circuit interrupters equipped with test button and reset switch for all circuits to be used for any purpose in the Work Area, Decontamination Unit, or as otherwise required by National Electrical Code, OSHA or other authority.
- 6.13.6 Extension cords for general use in the work area shall be a minimum 14-gauge, 3-wire with ground, heavy duty, outdoor type. Use single lengths or use waterproof connectors to connect separate lengths of electric cords (not to exceed 100' in total length), if single lengths will not reach all areas of the work.
- 6.13.7 Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the Work of this Section. Protect lamps with guard cages or "lexan" or similar enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

**6.14 RESPIRATORY PROTECTION**

- 6.14.1 The Contractor shall develop and implement a written Respiratory Protection Program (RPP) which is in compliance with OSHA requirements found at 29 CFR 1926.1101 and 29 CFR 1910.134. ANSI Standard Z88.2-1992 provides excellent guidance for developing a respiratory protection program.
- 6.14.2 A copy of the RPP must be available in the clean room of the decontamination unit for reference by employees or authorized visitors.
- 6.14.3 All respirators used for asbestos abatement must be NIOSH approved for asbestos abatement activities.
- 6.14.4 A physician's written opinion and fit test documentation are required for all personnel entering the work areas. A copy of this documentation must be included in the post job submittal.

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**6.15 OWNER'S CONSULTANT / PROJECT OVERSIGHT**

- 6.15.1 Provide Project Consultant access to the Work at all times and in all locations.
- 6.15.2 The Project Consultant will perform the necessary monitoring, inspection, testing, and other support services to ensure that students, employees, and visitors will not be adversely affected by the abatement work, that the abatement work proceeds in accordance with these specifications, and that the abated areas or abated buildings have been successfully decontaminated.
- 6.15.3 The work of the Project Consultant in no way relieves the Contractor from their responsibility to perform the work in accordance with contract/specification requirements, to perform continuous inspection, monitoring and testing for the safety of their employees, and to perform other such services as specified.
- 6.15.4 The cost of the Project Consultant and their services will be borne by the Owner except for any repeat of final inspection and testing that may be required due to unsatisfactory initial results. Any repeated final inspections and/or testing, if required, will be paid for by the Contractor.
- 6.15.5 The purpose of the work of the Project Consultant is to: assure adherence to the specification; resolve problems; assist in preventing the spread of contamination beyond the regulated area; and assure clearance at the end of the project. In addition, their work includes performing background air samples, work in progress air samples and the final inspection and testing to determine whether the regulated area has been adequately decontaminated.
- 6.15.6 All documentation, inspection results and testing results generated by the Project Consultant will be available to the Contractor for information and consideration.
- 6.15.7 The monitoring and inspection results of the Project Consultant will be used by the Owner to issue any Stop Removal orders (Section **Error! Reference source not found.**) to the Contractor during asbestos abatement work and to accept or reject a regulated area or building as decontaminated.

**6.15.8 Final Air Clearance Procedures – Asbestos Abatement**

- 6.15.8.1 If air sampling is required or specified for an asbestos abatement project, the following clearance criteria will apply: Work in a regulated area is complete when the regulated area is visually clean and airborne fiber levels have been reduced to below 0.01 fibers per cubic centimeter (f/cc) as measured by the AHERA Phase Contrast Microscopy (PCM) protocol, or 70 AHERA structures per square millimeter (s/mm<sup>2</sup>) by AHERA Transmission Electron Microscopy (TEM).
- 6.15.8.2 Clearance Sampling Using PCM – Less Than 260 lf/160 sf
  - a) The Project Consultant will perform clearance samples as indicated by the specification.
  - b) The NIOSH 7400 PCM method will be used for clearance sampling with a minimum collection volume of 1,200 liters of air. A minimum of 5 PCM clearance samples shall be collected. All samples must be equal to or less than 0.01 f/cc to clear the regulated area.

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6.15.8.3 Clearance Sampling Using TEM – Equal To Or More Than 260 lf/160 sf

- a) Clearance requires 13 samples be collected; 5 inside the regulated area; 5 outside the regulated area; and 3 field blanks.
- b) The TEM method will be used for clearance sampling with a minimum collection volume of 1,200 liters of air. A minimum of 13 clearance samples shall be collected using aggressive sampling techniques defined in AHERA. All samples must be equal to or less than 70 s/mm<sup>2</sup>.

6.15.9 Final Air Clearance Procedures – Mold Abatement

6.15.9.1 If air sampling is specified for a mold abatement project, the following procedures will apply:

- a) Air sampling for spores shall be performed in work areas only after the Project Consultant determines that construction dusts generated during remediation have settled (typically 24 hours).
- b) Spore trap samples will be collected.
- c) A minimum volume of 150 liters per sample will be collected from a calibrated pump.
- d) A minimum of two (2) outside samples will be collected for comparison purposes.

6.15.9.2 If air sampling is specified for a mold abatement project, a Certified Industrial Hygienist and Florida Licensed Mold Assessor will interpret the results for clearance purposes. In general, the following guidelines may be followed:

- a) The biodiversity of the work area and outside samples should be similar.
- b) The spore count within work area should be less than the outdoor spore count.

6.15.9.3 If particulate sampling is performed, in general, the following guidelines may be followed:

- a) The size distribution of the particles within the work area and outside samples should be similar.
- b) The total particle count within work area should be less than the outdoor particle count.

**6.16 NEGATIVE PRESSURE FILTRATION SYSTEM**

6.16.1 The Contractor shall provide enough HEPA negative air machines to effect > - 0.02" Water Column Gage (WCG) pressure.

6.16.2 When a pressure differential is required by the Project Consultant, the design and layout of the regulated area and the negative air machines will be discussed at the Preconstruction Meeting. The following shall be agreed upon by the Contractor and Project Consultant:

- a) The number of, location of and size of negative air machines. The point(s) of exhaust, air flow within the regulated area (if applicable), anticipated negative pressure differential, and supporting calculations for sizing.
- b) Method of supplying power to the units and designation/location of the panels.
- c) Description of testing method(s) for correct air volume and pressure differential.

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- d) The fully operational negative air system within the regulated area shall continuously maintain a pressure differential of -0.02" WCG. Removal shall occur at the site following successful completion of site clearance (Section 6.15).

**6.17 MOLD ABATEMENT**

**6.17.1 Personnel**

- 6.17.1.1 Maintain on site a full-time superintendent (fluent in English or bilingual English/Spanish) who has two (2) years of experience in administration and supervision of mold abatement projects.
- 6.17.1.2 Provide one experienced job foreman to remain inside each work area at all times mold removal workers are working in the area.
- 6.17.1.3 Personnel conducting mold remediation shall receive training on proper clean-up methods, personal protection equipment (PPE) and potential health hazards. This training shall be performed as part of a program to comply with the requirements of OSHA 29 CFR 1910.1200.
- 6.17.2 Before exiting the containment area, workers shall thoroughly HEPA vacuum their PPE. The suits and gloves shall then be removed outside the enclosure while the other worker holds the HEPA vacuum nozzle near the worker removing the PPE. Used suits and gloves shall be immediately placed in bags for disposal following removal. Respirators shall remain on the workers until the remainder of the PPE are sealed within the disposal bags.

**6.17.3 General**

- 6.17.3.1 A Preconstruction Meeting will be conducted (Section 6.9). The estimated types and quantities of mold containing materials will be determined at that time. The Contractor shall satisfy himself as to the actual quantities to be abated.
- 6.17.3.2 It is the responsibility of the Contractor to ensure his/her work practices do not result in contamination to previously determined non-contaminated areas.
- 6.17.3.3 Non-porous (i.e. glass, metal and hard plastic) and semi-porous (i.e. wood and concrete) materials that are structurally sound and exhibit visible mold contamination may be cleaned and reused at the discretion of the Owner or Project Consultant.
- 6.17.3.4 Mold contaminated porous materials (i.e. ceiling tile, insulation and drywall) should be removed and discarded. Reuse of these materials may be considered, but only after consulting with a Certified Industrial Hygienist (CIH) employed by the Owner.
- 6.17.3.5 All materials to be reused should be dry and visibly free from mold. Periodic follow-up observations of such material shall be performed under the direction of a CIH.

**6.17.4 Levels Of Effort**

**16.17.4.1 Level I – Small Isolated Areas ( $\leq 10$  sq. ft.)**

Note: If, after starting the remediation task as outlined below, and a larger area of contamination is discovered, stop all work and notify the Owner and Project Consultant.

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- a) The work area should be unoccupied and all supplied air systems to the area should be isolated or otherwise shut down.
- b) Full containment of the work area may not be necessary.
- c) Utilize mild dust suppression methods (i.e. hand powered spray misting) of surfaces prior to remediation.
- d) For walls and ceilings, workers shall place a double layer of plastic sheeting over an area slightly larger than the area of contamination and secure it with duct tape. One worker will then remove the contaminated area beyond the duct tape, while a second worker uses the nozzle of a HEPA vacuum next to the cut. The contaminated piece will then be double-bagged for disposal as general construction debris.
- e) All areas should be left dry and visibly free from contamination and debris.

6.17.4.2 Level II – Mid-Sized Isolated Areas (>10 sq. ft. and ≤30 sq. ft.)

Note: If, after starting the remediation task as outlined below, and a larger area of contamination is discovered, stop all work and notify the Owner and Project Consultant.

- a). The work area should be unoccupied and all supplied air systems to the area should be isolated or otherwise shut down.
- b). A full containment of the work area may not be necessary.
- c). Utilize mild dust suppression methods (i.e. hand powered spray misting) of surfaces prior to remediation.
- d). For walls and ceilings, one worker will remove the contaminated area, while a second worker uses the nozzle of a HEPA vacuum next to the cut.
- e). The work area(s) used by remedial workers for egress shall be HEPA vacuumed and cleaned with a damp cloth and/or mop and a detergent solution.
- f). All areas should be left dry and visibly free from contamination and debris.

6.17.4.3 Level III - Large Isolated Areas (>30 sq. ft. and ≤100 sq. ft.)

Note: If, after starting the remediation task as outlined below, and a larger area of contamination is discovered, stop all work and notify the Owner and Project Consultant.

- a) The work area, and immediately adjacent areas, should be unoccupied and all supplied air systems to the area should be isolated or otherwise shut down.
- b) A full containment of the work area may not be necessary. If authorized, it shall be constructed utilizing a single layer of 6-mil plastic sheeting on the walls and floor, and a single layer of 6-mil plastic sheeting on all critical barriers, including ventilation ducts and grills. A double-flapped entrance to the area shall be in place prior to starting remedial activities.
- c) Utilize mild dust suppression methods (i.e. hand powered spray misting) of surfaces prior to remediation.
- d) Utilize a HEPA-equipped Negative Air Machine for dust control with exhaust to the exterior of the building.
- e) For walls and ceilings, one worker will remove the contaminated area, while a second worker uses the nozzle of a HEPA vacuum next to the cut. The contaminated materials will then be double-bagged for disposal as general construction debris.
- f) The work area(s) used by remedial workers for egress shall be HEPA vacuumed and cleaned with a damp cloth and/or mop and a detergent solution.
- g) All areas should be left dry and visibly free from contamination and debris.

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6.17.4.4 Level IV – Extensive Contamination (>100 sq. ft. or Extreme Dust Generation)

- a). The work area, and immediately adjacent areas, should be unoccupied and all supplied air systems to the area should be isolated or otherwise shut down.
- b). A full containment of the work area shall be constructed utilizing a single layer of 6-mil plastic sheeting on the walls and floor, and a single layer of 6-mil plastic sheeting on all critical barriers, including ventilation ducts and grills. Additionally, a single layer of 6-mil plastic sheeting shall be secured to all immovable items within the area.
- c). Provide a Negative Pressure Containment in accordance with Section 6.16.
- d). Post warning signs at all possible entrances to the work area. Warning signs may be in the form of continuous barrier tape with black characters on a yellow background with the following:

WARNING – DO NOT ENTER

MICROBIAL REMEDIATION WORK IN PROGRESS

RESPIRATORY PROTECTION REQUIRED

- e). With the permission of the Project Consultant, perform lockdown encapsulation of all surfaces from which mold was abated.
- f). Negative pressure shall be maintained in the regulated area during the lockdown application.

6.17.5. Specific Remediation Techniques

- 6.17.5.1 Wall Board with Paint and/or Vinyl Wall Covering: When possible, contaminated wall materials shall be removed in whole sections (leaving vinyl wall covering in place if present) as much as possible while minimizing cuts. Removal of wall sections shall be performed in such a manner as to protect existing wall studs and furring for reuse. Remove sufficient amounts of contaminated material to allow for adequate cleaning of existing building materials to remain.
- 6.17.5.2 Vinyl Wall Coverings: When removing only contaminated vinyl wall coverings, the Contractor shall perform the work so as to minimize damage to existing wall board to remain.
- 6.17.5.3 Wall Cavity Materials (i.e. fiberglass batt insulation): The Contractor shall remove and dispose of such material when encountered as contaminated debris.
- 6.17.5.4 Wood: All visually contaminated wood, if discovered during remediation, shall be sanded clean or removed for disposal at the direction of the Owner and Project Consultant. If materials are heavy or have sharp edges or corners, it may be necessary to double wrap or double bag the material.
- 6.17.5.5 Ceiling Panels: Visually contaminated and/or water stained ceiling panels shall be removed for disposal at the direction of the Owner and Project Consultant. The ceiling suspension system, including wall angles, shall be wet-wiped and HEPA vacuumed during cleanup.
- 6.17.5.6 Carpeting: The Contractor shall remove and roll contaminated carpeting in manageable sections, wrap the rolls in a single layer of 6-mil plastic sheeting and remove from the work area for disposal.
- 6.17.5.7 Following remedial activities, the entire work area shall be wet-wiped and HEPA vacuumed. All areas should be left dry and visibly free from contamination and debris.

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6.17.6 Criteria For Reoccupancy

6.17.6.1 The criteria for completion of mold abatement work is a thorough visual inspection confirming that all visible mold has been removed from the work area and that the work areas are clean, dry, and free of dust and debris. If a containment was constructed, the Owner may elect to perform air sampling to determine completion of the remediation project prior to the Contractor removing the containment system and allowing for re-occupancy.

6.17.6.2 Air sampling may be conducted in accordance with Section 6.15.

6.17.7 Mold Abatement Closeout And Certificate Of Compliance

6.17.7.1 After thorough decontamination, seal negative air machines with 2 layers of 6 mil poly and duct tape to form a tight seal at the intake/outlet ends before removal from the work area. Complete mold abatement work upon meeting the work area visual and air clearance criteria (if specified) and fulfilling the following:

- a). Remove all equipment and materials from the project area.
- b). Dispose of all packaged waste as required.
- c). Repair or replace all interior finishes damaged during the abatement work, as required.

6.17.7.2 The Contractor and Project Consultant shall complete and sign the "Certificate of Project Completion" (Section 6.25) at the completion of the abatement and decontamination of the work area.

6.17.7.2 The contractor will submit a Post Job Submittal in accordance with Section 0.

**6.18. ASBESTOS ABATEMENT: GENERAL REQUIREMENTS**

6.18.1 The contractor is responsible for submitting all abatement activity notification requirements to State, Local, and federal agencies. All notification for abatement must be sent to the Florida Department of Environmental Protection (DEP) at least ten days prior to beginning work. Notification must be submitted on DEP form 62-257.900(1). If abatement is to start after the date of the original notification, re-notification must be made stating the new start date, by telephone, and in writing as soon as possible but, before the original start date.

6.18.2 Materials and Equipment

6.18.2.1 Prior to the start of work, the contractor shall provide and maintain a sufficient quantity of materials, supplies and equipment to assure continuous and efficient work throughout the duration of the project. The Owner will only be responsible to provide water and electric.

6.18.2.2 Flammable and combustible materials cannot be stored inside buildings.

6.18.2.3 The Contractor shall not block or hinder use of buildings by students, staff, and visitors to the site in partially occupied buildings by placing materials/equipment in any unauthorized location.

6.18.2.4 The method of attaching polyethylene sheeting shall be agreed upon in advance by the Contractor and the Owner and selected to minimize damage to equipment and surfaces.

6.18.2.5 Installation and plumbing hardware, showers, hoses, drain pans, sump pumps and waste water filtration system shall be provided by the Contractor.

6.18.3 Personnel

6.18.3.1 Medical examinations meeting the requirements of 29 CFR 1926.1101 (m) shall be provided for all personnel working in the regulated area, regardless of exposure levels. A current physician's written opinion as required by 29 CFR 1926.1101 (m)(4) shall be provided for each person.

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- 6.18.3.2 Prior to beginning any abatement activity, all personnel shall be trained in accordance with OSHA 29 CFR 1926.1101 (k)(9) and any additional State/Local requirements. Initial training certificates and current refresher and accreditation proof must be submitted for each person working at the site.
- 6.18.3.3 Administrative and supervisory personnel shall consist of a qualified Competent Person(s) as defined by OSHA in the Construction Standards and the Asbestos Construction Standard. These employees are the Contractor's representatives responsible for compliance with these specifications and all other applicable requirements.
- 6.18.3.4 Non-supervisory personnel shall consist of an adequate number of qualified personnel to meet the schedule requirements of the project. Personnel shall meet required qualifications.
- 6.18.3.5 Minimum qualifications for Contractor personnel are:
- a) The Competent Person (fluent in English, or bilingual in English/Spanish) has four (4) years of abatement experience of which two (2) years were as the Competent Person on the project; meets the OSHA definition of a Competent Person; has been the Competent Person on two (2) projects of similar size and complexity as this project within the past three (3) years; has completed EPA AHERA/OSHA training requirements/accreditation(s) and refreshers; and has all required OSHA documentation related to medical and respiratory protection.
  - b) The abatement personnel shall have completed the EPA AHERA/OSHA abatement worker course; have training on the standard operating procedures of the Contractor; have one year of asbestos abatement experience within the past three (3) years of similar size and complexity; have applicable medical and respiratory protection documentation; and have certificate of training/current refresher.
- 6.18.4 Regulated Area
- 6.18.4.1 The Competent Person shall meet all requirements of 29 CFR 1926.1101 (o) and assure that all requirements for regulated areas at 29 CFR 1926.1101 (e) are met.
- 6.18.4.2 Security
- a) Regulated area access is to be restricted only to authorized, trained/accredited and protected personnel. These may include the Contractor's employees, employees of Subcontractors, Owner's Representatives, State and local inspectors, and any other designated individuals.
  - b) Entry into the regulated area by unauthorized individuals shall be reported immediately to the Competent Person by anyone observing the entry. The Competent Person shall immediately require any unauthorized person to leave the regulated area and then notify the Owner or Project Consultant using the most expeditious means.
  - c) The log book shall be maintained at the entrance to the regulated area. Anyone who enters the regulated area must record their name, affiliation, time in, and time out for each entry.
  - d) Access to the regulated area shall be through a single decontamination unit or station. All other access (doors, windows, hallways, etc.) shall be sealed or locked to prevent entry to or exit from the regulated area. The only exceptions for this requirement are the waste/equipment load-out area which shall be sealed except during the removal of containerized asbestos waste from the regulated area, and emergency exits. Emergency exits shall not be locked from the inside; however, they shall be sealed with poly sheeting and taped until needed.
  - e) The Contractor's Competent Person shall control site security during abatement operations in order to isolate work in progress and protect adjacent personnel. A 24 hour security system shall be provided at the entrance to the regulated area to assure that all entrants are logged in/out and that only authorized personnel are allowed entrance.
  - f) The Contractor will have the Owner's assistance in notifying adjacent personnel of the presence, location and quantity of ACM in the regulated area and enforcement of restricted access by the Owner's employees.
  - g) The regulated area shall be locked during non-working hours and secured.

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- 6.18.4.3 Post OSHA DANGER signs meeting the specifications of OSHA 29 CFR 1926.1101 in English and Spanish at any location and approaches to the regulated area where airborne concentrations of asbestos may exceed the PEL. Post a manufactured danger sign(s) in English and Spanish at each entrance to the Work Area displaying the following wording with letter sizes and styles of a visibility required by OSHA 1926.1101:

**DANGER**

**ASBESTOS CANCER AND LUNG DISEASE HAZARD**

**AUTHORIZED PERSONNEL ONLY**

**RESPIRATORS AND PROTECTIVE CLOTHING**

**ARE REQUIRED IN THIS AREA**

- 6.18.4.4 The following additional containment barriers and coverings apply to the regulated area in a Minor (Section 6.20) or Major (Section 6.21) abatement project.
- a) Seal off the perimeter to the regulated area to completely isolate the regulated area from adjacent spaces. All surfaces in the regulated area must be covered to prevent contamination and to facilitate clean-up. Should adjacent areas become contaminated as a result of the work, Contractor shall immediately stop work and clean up the contamination at no additional cost to the Owner. Provide firestopping and identify all fire barrier penetrations due to abatement work if necessary.
  - b) Place all tools, scaffolding, materials and equipment needed for working in the regulated area prior to erecting any plastic sheeting. All uncontaminated removable furniture, equipment and/or supplies shall be removed from the regulated area before commencing work. Any objects remaining in the regulated area shall be completely covered with 2 layers of 6-mil fire retardant poly sheeting and secured with duct tape. Lock out and tag out any HVAC/electrical systems in the regulated area.
  - c) Completely separate any operations in the regulated area from adjacent areas using 2 layers of 6 mil fire retardant poly and duct tape. Individually seal with 2 layers of 6 mil poly and duct tape all HVAC openings into the regulated area. Individually seal all lighting fixtures, clocks, doors, windows, convectors, speakers, or any other objects/openings in the regulated area. Heat must be shut off to any objects covered with poly.
  - d) Cover the regulated area with two layers of 6 mil fire retardant poly on the floors and the walls, unless otherwise directed in writing by the Project Consultant. Floor layers must form a right angle with the wall and turn up the wall at least 300 mm (12"). Seams must overlap at least 1,800 mm (6') and must be spray glued and taped. Install sheeting so that layers can be removed independently from each other. Carpeting shall be covered with three layers of 6 mil poly. Mechanically support and seal with duct tape and glue all wall layers.
  - e) If stairs and ramps are covered with 6 mil plastic, two layers must be used. Provide 19 mm (3/4") exterior grade plywood treads held in place with duct tape/glue on the plastic. Do not cover rungs or rails with any isolation materials.
  - f) If the enclosure of the regulated area is breached in any way that could allow contamination to occur, the affected area shall be included in the regulated area and constructed as per this section. Decontamination measures must be started immediately and continue until air monitoring indicates background levels are met.
  - g) Through penetrations caused by cables, cable trays, pipes, sleeves, conduits, etc. must be firestopped with a fire-rated firestop system providing an air tight seal.
  - h) Firestop materials that are not equal to the wall or ceiling penetrated shall be brought to the attention of the Owner. The contractor shall list all areas of penetration, the type of sealant used, and whether or not the location is fire rated. Any discovery of penetrations during abatement shall be brought to the attention of the Project Consultant immediately. All walls, floors and ceilings are considered fire rated unless otherwise determined by the Owner or Fire Marshall.

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- 6.18.4.5 Shut down and lock out/tag out electric power to the regulated area. Provide temporary power and lighting.
- 6.18.4.6 Shut down and lock out/tag out heating, cooling, and air conditioning system (HVAC) components that are in, supply, or pass through the regulated area. Seal all intake and exhaust vents in the regulated area with duct tape and 2 layers of 6-mil poly. Also, seal any seams in system components that pass through the regulated area.
- 6.18.4.7 The Competent Person shall require all personnel to adhere to the decontamination procedures established in 29 CFR 1926.1101(j) whenever they enter or leave the regulated area.
- 6.18.5 Pre-Cleaning
  - 6.18.5.1 If the asbestos abatement work is in an area which was contaminated prior to the start of abatement, criticals shall be installed and the surfaces pre-cleaned before installing the primary barrier.
  - 6.18.5.2 Pre-cleaning of ACM contaminated items shall be performed after the critical barriers have been installed and negative pressure has been established in the work area. After items have been pre-cleaned and decontaminated, they may be removed from the work area for storage until the completion of abatement in the work area.
  - 6.18.5.3 Pre-clean all movable objects within the regulated area using a HEPA filtered vacuum and/or wet cleaning methods as appropriate. After cleaning, these objects shall be removed from the regulated area and carefully stored in an uncontaminated location. If carpet is attached to ACM floor tile, the carpet will be disposed of as asbestos contaminated waste.
  - 6.18.5.4 If impacted by disturbed ACM, carpet, drapes, clothing, upholstered furniture and other fabric items shall be disposed of as asbestos contaminated waste.
  - 6.18.5.5 Pre-clean all fixed objects in the regulated area using HEPA filtered vacuums and/or wet cleaning techniques as appropriate. Do not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters.
  - 6.18.5.6 After pre-cleaning, enclose fixed objects with 2 layers of 6-mil poly and seal securely in place with duct tape.
  - 6.18.5.7 Objects which must remain in the regulated area and which require special ventilation or enclosure requirements (e.g., permanent fixtures, shelves, electronic equipment, laboratory tables, sprinklers, alarm systems, closed circuit TV equipment, computer cables, etc.) should be addressed at the Preconstruction Meeting with the Owner and Project Consultant.
- 6.18.6 Stop Asbestos Removal
  - 6.18.6.1 If the Owner or Project Consultant presents a written or verbal **Stop Asbestos Removal Order**, the Contractor/Personnel shall immediately stop all asbestos removal and maintain HEPA filtered negative pressure air flow in the containment and adequately wet any exposed ACM.
  - 6.18.6.2 The Owner or Project Consultant shall follow-up a verbal order with a written order to the Contractor as soon as it is practicable. The Contractor shall not resume any asbestos removal activity until authorized to do so in writing. A stop asbestos removal order may be issued at any time if it is determined that abatement conditions/activities are not within this specification, regulatory requirements or that an imminent hazard exists to human health or the environment.

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- 6.18.6.3 Work stoppage will continue until conditions have been corrected to the satisfaction of the Owner and Project Consultant. Standby time and costs for corrective actions will be borne by the Contractor, including the Project Consultant's time.
- 6.18.6.4 The occurrence of any of the following events shall be reported immediately by the Contractor's competent person to the Owner or Project Consultant using the most expeditious means (e.g., verbal or telephonic), followed up with written notification as soon as practical. The Contractor shall immediately stop asbestos removal/disturbance activities and initiate fiber reduction activities:
- a) Airborne PCM analysis results equal to or greater than 0.01 f/cc outside a regulated area or >0.05 f/cc inside a regulated area;
  - b) breach or break in regulated area containment barrier(s);
  - c) less than -0.02" WCG pressure in the regulated area;
  - d) serious injury/death at the site;
  - e) fire/safety emergency at the site;
  - f) respiratory protection system failure;
  - g) power failure or loss of wetting agent; or
  - h) any visible emissions observed outside the regulated area.

**6.18.7 Asbestos Abatement Closeout And Certificate Of Compliance**

- 6.18.7.1 After thorough decontamination, seal negative air machines with 2 layers of 6 mil poly and duct tape to form a tight seal at the intake/outlet ends before removal from the regulated area. Complete asbestos abatement work upon meeting the regulated area visual and air clearance criteria and fulfilling the following:
- a) Remove all equipment and materials from the project area.
  - b) Dispose of all packaged ACM waste as required.
  - c) Repair or replace all interior finishes damaged during the abatement work, as required.
  - d) Fulfill other project closeout requirements as required in this specification.
- 6.18.7.2 The Contractor and Project Consultant shall complete and sign the "Certificate of Project Completion" (Section 6.25) at the completion of the abatement and decontamination of the regulated area.
- 6.18.7.3 The contractor will submit a Post Job Submittal in accordance with Section 0.

**6.19 ASBESTOS ABATEMENT: SMALL SCALE SHORT DURATION**

- 6.19.1 This section shall be applicable to all Small Scale Short Duration asbestos abatement activities as determined by the Owner and Project Consultant. Alternatively, and only at the Owner and Project Consultant's discretion, Asbestos Abatement, Minor (Section 6.20) or Asbestos Abatement, Major (Section 6.21) may be specified. The specification will be determined at the Preconstruction Meeting. Examples of small scale short duration work include, but are not limited to:
- a) Removal of small quantities of asbestos containing insulation on beams or above ceilings not to exceed amounts greater than those which can be contained in a single glove bag.
  - b) Removal of an asbestos containing gasket not to exceed amounts greater than those which can be contained in a single glove bag.
  - c) Removal of small quantities of ACM only if required in the performance of another maintenance activity not intended as asbestos abatement.
  - d) Removal of TSI not to exceed amounts greater than those which can be contained in a single glove bag.
  - e) Removal of vinyl floor tile not to exceed amounts greater than those which can be contained in a single glove bag.

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- 6.19.2 ACM will be removed in accordance with Section 0.
- 6.19.3 Clean of all surfaces of the regulated area including items of remaining poly sheeting, tools, scaffolding, ladders/staging by wet methods and/or HEPA vacuuming. Do not use dry dusting/sweeping/air blowing methods. Remove all filters in the air handling system and dispose of as ACM.
- 6.19.4 The Project Consultant will perform a thorough and detailed visual inspection at the end of the cleaning to determine whether there is any visible residue in the regulated area. If the visual inspection is acceptable, the Project Consultant will authorize lockdown encapsulation of all surfaces.
- 6.19.5 With the permission of the Project Consultant, perform lockdown encapsulation of all surfaces from which asbestos was abated in accordance with the procedures in this specification.
- 6.19.6 The Project Consultant will conduct the final visual inspection which will include the entire regulated area, all poly sheeting, seals over HVAC openings, doorways, windows, and any other openings. If any debris, residue, dust or any other suspect material is detected, the final cleaning shall be repeated at no cost to the Owner. Dust/material samples may be collected and analyzed at no cost to the Owner at the discretion of the Project Consultant to confirm visual findings. When the regulated area is visually clean the final testing can be done.
- 6.19.7 Final air clearance testing is not required under AHERA for small scale short duration projects. However, nothing in this specification shall prevent the Owner or Project Consultant from conducting testing as deemed necessary based upon the specifics of the abatement project. The final clearance testing protocol will be established at the Preconstruction Meeting (Section 6.9) in accordance with the procedures in Section 6.15.

**6.20 ASBESTOS ABATEMENT, MINOR (LIMITED QUANTITIES AND ROOFING)**

- 6.20.1 This section shall be applicable to all minor asbestos abatement activities as determined by the Owner and Project Consultant. Alternatively, and only at the Owner and Project Consultant's discretion, Asbestos Abatement, Small Scale Short Duration (Section 6.19) or Asbestos Abatement, Major (Section **Error! Reference source not found.**) may be specified. The specification will be determined at the Preconstruction Meeting (Section 6.9). Examples of minor work include, but are not limited to:
  - a) Less than 25 linear feet or 10 square feet of TSI or surfacing ACM.
  - b) Removal of no more than 160 linear feet ( $\leq 160$  lf) or 260 square feet ( $\leq 260$  sf) of miscellaneous materials.
  - c) Drilling or otherwise abrading small areas of floor tile, cement asbestos board, etc.
  - d) Certain roof abatements.
- 6.20.2 The configuration for the decontamination unit(s), if applicable, will be determined at the Preconstruction Meeting (Section 6.9).
  - 6.20.2.1 The Competent Person shall provide a Waste/Equipment Decontamination Area (W/EDA) for removal of all waste, equipment and contaminated material from the regulated area. Decontamination units shall be constructed at a minimum in accordance with one of the following guidelines:
    - a) 2-stage Decon
      - i. The Competent Person shall provide an W/EDA consisting of a wash room and clean room for removal of waste, personnel protective equipment, equipment and contaminated material from the regulated area. All surfaces in the W/EDA shall be wiped/hosed down after each shift and all debris shall be cleaned from the shower pan.
      - ii. Provide an enclosed shower unit in the regulated area just outside the Wash Room as an equipment bag and container cleaning station.
      - iii. Provide a wash room for cleaning of bagged or containerized asbestos containing waste materials passed from the regulated area. Locate the wash room so that packaged materials, after being wiped clean, can be passed to the Clean Room. Doorways in the wash room shall be constructed of 2 layers of 6 mil fire retardant poly.

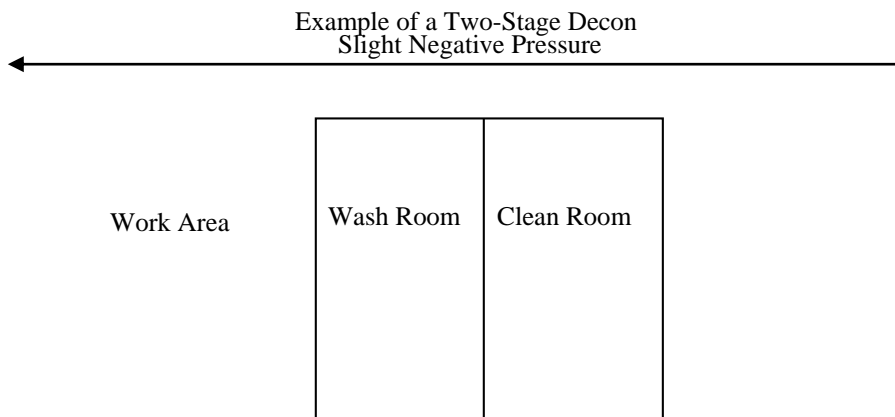
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- iv. Provide a clean room to isolate the wash room from the exterior of the regulated area. The clean room shall be located so as to provide access to the holding room from the building exterior. Doorways to the clean room shall be constructed of 2 layers of 6 mil fire retardant poly. When a negative pressure differential system is used, a rigid enclosure separation between the W/EDF clean room and the adjacent areas shall be provided.
- b) Waste/Equipment Decontamination Area (W/EDA) established by an area lined with poly sheeting.



- 6.20.2.2 Provide each regulated area with a fiber drum with a disposal bag in it for personnel waste materials.
- 6.20.2.3 All asbestos waste shall be removed in accordance with the procedures established in Section 6.23.1.
- 6.20.3 ACM will be removed in accordance with Section 0.
- 6.20.4 Clean of all surfaces of the regulated area including items of remaining poly sheeting, tools, scaffolding, ladders/staging by wet methods and/or HEPA vacuuming. Do not use dry dusting/sweeping/air blowing methods. Remove all filters in the air handling system and dispose of as ACM waste. The negative pressure system shall remain in operation during this time.
- 6.20.5 The Project Consultant will perform a thorough and detailed visual inspection at the end of the cleaning to determine whether there is any visible residue in the regulated area. If the visual inspection is acceptable, the Project Consultant will authorize lockdown encapsulation of all surfaces.
- 6.20.6 With the permission of the Project Consultant, perform lockdown encapsulation of all surfaces from which asbestos was abated. Negative pressure shall be maintained in the regulated area during the lockdown application.
- 6.20.7 The Project Consultant will conduct the final visual inspection which will include the entire regulated area, all poly sheeting, seals over HVAC openings, doorways, windows, and any other openings. If any debris, residue, dust or any other suspect material is detected, the final cleaning shall be repeated at no cost to the Owner. When the regulated area is visually clean the final testing can be done.
- 6.20.8 Final Air Clearance Testing
- 6.20.8.1 At a minimum, final air clearance testing will be conducted in accordance with procedures for AHERA and this specification. However, nothing in this specification shall prevent the Owner or Project Consultant from conducting additional testing as deemed necessary based upon the specifics of the abatement project. The final clearance testing protocol will be established at the Preconstruction Meeting (Section 6.9) in accordance with the procedures in Section 6.15.

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- 6.20.8.2 After an acceptable final visual inspection, the Project Consultant will perform the final clearance testing in accordance with Section 6.15. If the release criteria are not met, the Contractor shall repeat the final cleaning and continue decontamination procedures until clearance is achieved. All additional inspection and testing costs will be borne by the Contractor.

**6.21 ASBESTOS ABATEMENT: MAJOR (CONVENTIONAL)**

- 6.21.1 This section shall be applicable to all asbestos abatement activities as determined by the Owner and Project Consultant. Alternatively, and only at the Owner and Project Consultant's discretion, Asbestos Abatement, Small Scale Short Duration (Section 6.19) or Asbestos Abatement, Minor (Section 6.20) may be specified. The specification will be determined at the Preconstruction Meeting (Section 6.9).

**6.21.2 Decontamination Facilities**

- 6.21.2.1 Provide each regulated area with separate personnel decontamination facilities (PDF) and waste/equipment decontamination facilities (W/EDF).

- 6.21.2.2 Ensure that the PDF are the only means of ingress and egress to the regulated area and that all equipment, bagged waste, and other material exit the regulated area only through the W/EDF.

**6.21.2.3 General Requirements**

- a) All personnel entering or exiting a regulated area must go through the PDF and shall follow the requirements at 29 CFR 1926.1101 (j)(1) and these specifications.
- b) All waste, equipment and contaminated materials must exit the regulated area through the W/EDF and be decontaminated in accordance with these specifications.
- c) Walls and ceilings of the PDF and W/EDF must be constructed of a minimum of 2 layers of 6 mil opaque fire retardant polyethylene sheeting and be securely attached to existing building components and/or an adequate temporary framework. At the Owner or Project Consultants direction, the surfaces may require an additional layer of 3/8" plywood. The specific requirements will be discussed at the Preconstruction Meeting (Section 6.9).
- d) A minimum of 2 layers of 6 mil poly shall also be used to cover the floor under the PDF and W/EDF units.
- e) Construct doors so that they overlap and secure to adjacent surfaces. Weight inner doorway sheets with layers of duct tape so that they close quickly after release. Put arrows on sheets so they show direction of travel and overlap.
- f) If the building adjacent area is occupied, construct a solid barrier on the occupied side(s) to protect the sheeting and reduce potential for non-authorized personnel entering the regulated area.

**6.21.2.4 Temporary Facilities To The PDF And W/EDF**

- a) The Competent Person shall provide temporary water service connections to the PDF and W/EDF. Backflow prevention must be provided at the point of connection. Water supply must be of adequate pressure and meet requirements of 29 CFR 1910.141(d)(3).
- b) Provide adequate temporary overhead electric power with ground fault circuit interruption (GFCI) protection. Provide a sub-panel equipped with GFCI protection for all temporary power in the clean room.
- c) Provide adequate lighting to provide a minimum of 50 foot candles in the PDF and W/EDF.
- d) Provide temporary heat, if needed, to maintain 70°F throughout the PDF and W/EDF.

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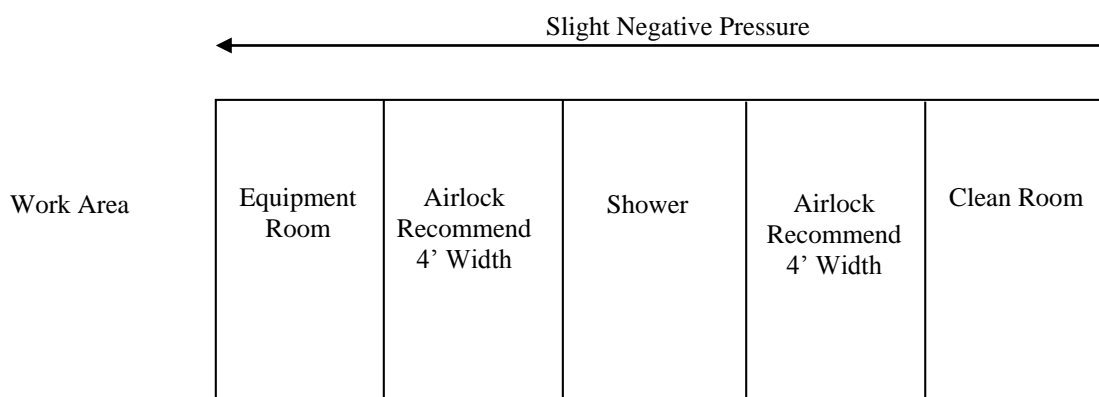
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6.21.2.5 Personnel Decontamination Facility

- a) The Competent Person shall provide a PDF consisting of shower room which is contiguous to a clean room and equipment room which is connected to the regulated area. The PDF shall be constructed to eliminate any parallel routes of egress without showering.
- b) The clean room must be physically and visually separated from the rest of the building to protect the privacy of personnel changing clothes.
- c) The Competent Person shall assure that the shower room is a completely water tight compartment to be used for the movement of all personnel from the clean room to the equipment room and for the showering of all personnel going from the equipment room to the clean room. Each shower shall be constructed so water runs down the walls of the shower and into a drip pan. Waste water will be pumped to a drain after being filtered through a minimum of a 100 micron sock in the shower drain; a 20 micron filter; and a final 5 micron filter. Hose down all shower surfaces after each shift and clean any debris from the shower pan. Residue is to be disposed of as asbestos waste.
- d) The Competent Person shall provide an equipment room which shall be an air tight compartment. The equipment room shall be separated from the regulated area by a minimum 3 foot wide door made with 2 layers of 6 mil opaque fire retardant poly. The equipment room shall be separated from the regulated area, the shower room and the rest of the building. Damp wipe all surfaces of the equipment room after each shift change.
- e) The PDF shall be as follows: Clean room at the entrance followed by a shower room followed by an equipment room leading to the regulated area. Each curtain doorway (airlock) in the PDF shall be a minimum of 2 layers of 6 mil opaque fire retardant poly.



6.21.2.6 Waste/Equipment Decontamination Facility

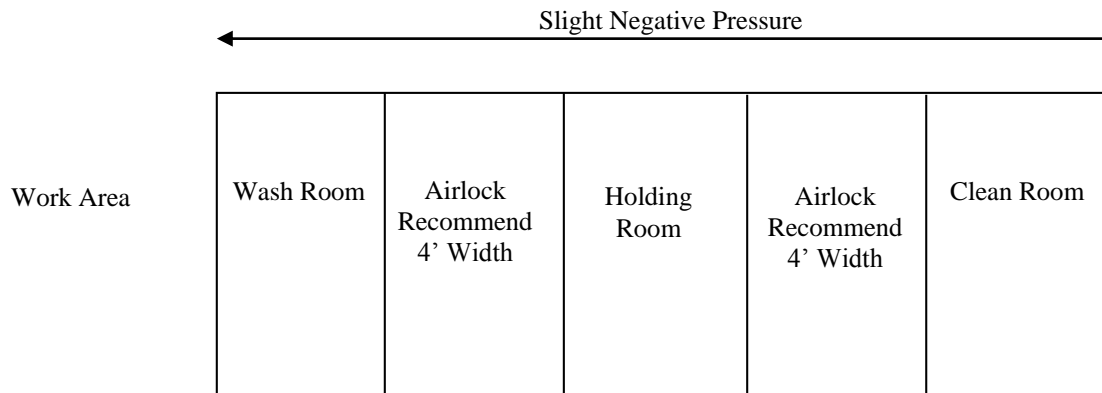
- f) The Competent Person shall provide an W/EDF consisting of a wash room, holding room, and clean room for removal of waste, equipment and contaminated material from the regulated area. All surfaces in the W/EDF shall be wiped/hosed down after each shift and all debris shall be cleaned from the shower pan.
- g) Provide an enclosed shower unit in the regulated area just outside the Wash Room as an equipment bag and container cleaning station.
- h) Provide a wash room for cleaning of bagged or containerized asbestos containing waste materials passed from the regulated area.
- i) Provide a holding room as a drop location for bagged materials passed from the wash room.
- j) Provide a clean room to isolate the holding room from the exterior of the regulated area. When a negative pressure differential system is used, a rigid enclosure separation between the W/EDF clean room and the adjacent areas shall be provided.
- k) The W/EDF shall be as follows: Wash Room leading to a Holding Room followed by a Clean Room leading to outside the regulated area. Each curtain doorway (airlock) in the W/EDF shall be a minimum of 2 layers of 6 mil opaque fire retardant poly.

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6.21.2.7 Configuration For Decontamination Units

- a) The configuration for the decontamination units will be determined at the Preconstruction Meeting (Section 6.9).
- b) Unless agreed to in writing by the Owner and Project Consultant, decontamination units shall be constructed at a minimum in accordance with one of the following guidelines:

Personnel and Waste-Out Decontamination Units: 5-chamber PDF (Dirty Room / Airlock / Shower Room / Airlock / Clean Room) and 3-chamber W/EDF (Airlock / Shower Room / Airlock). Each decontamination unit should be placed in a separate location whenever possible. Only in cases of restricted access into the Work Area will both the personnel and load-out decon be allowed to exit from the same dirty area with written permission from the Owner or Project Consultant.

- 6.21.2.8 "T" Decontamination Unit: 5-chamber decon with two additional chambers (Airlock / Clean Room) off the Shower Room. The use of a 'T' Decon, where waste and personnel shower is the same, will only be permitted where there exists severe space restrictions and only for limited amounts of material with written permission from Owner or Project Consultant.

- 6.21.3 Install as a drop cloth a 6 mil poly sheet at the beginning of each work shift where removal is to be done during that shift. Completely cover floors and any walls within 10 feet (3 meters) of the area where work is to be done. Secure this secondary barrier with duct tape to prevent it from moving or debris from getting behind it. Remove the secondary barrier at the end of the shift or as work in the area is completed. Keep residue on the secondary barrier wetted. When removing, fold inward to prevent spillage and place in a disposal bag.

6.21.4 Post Abatement Project Decontamination

- 6.21.4.1 At the start of decontamination, the following shall be in place:

- a) Primary barriers consisting of 2 layers of 6 mil poly on the floor and on the walls.
- b) Critical barriers consisting of 2 layers of 6 mil poly which is the sole barrier between the regulated area and openings to the rest of the building or outside.

- 6.21.4.2 Decontamination facilities for personnel and equipment in operating condition and the negative pressure system in operation.

- 6.21.4.3 Carry out a first cleaning of all surfaces of the regulated area including items of remaining poly sheeting, tools, scaffolding, ladders/staging by wet methods and/or HEPA vacuuming. Do not use dry dusting/sweeping/air blowing methods. Remove all filters in the air handling system and dispose of as ACM waste. The negative pressure system shall remain in operation during this time.

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- 6.21.4.4 The Project Consultant will perform a thorough and detailed visual inspection at the end of the cleaning to determine whether there is any visible residue in the regulated area. If the visual inspection is acceptable, the Project Consultant will authorize lockdown encapsulation of all surfaces.
- 6.21.4.5 With the permission of the Project Consultant, perform lockdown encapsulation of all surfaces from which asbestos was abated. Negative pressure shall be maintained in the regulated area during the lockdown application.
- 6.21.5 The Project Consultant will conduct the final visual inspection which will include the entire regulated area, the PDF, all poly sheeting, seals over HVAC openings, doorways, windows, and any other openings. If any debris, residue, dust or any other suspect material is detected, the final cleaning shall be repeated at no cost to the Owner. When the regulated area is visually clean the final testing can be done.
- 6.21.6 Final Air Clearance Testing
  - 6.21.6.1 At a minimum, final air clearance testing will be conducted in accordance with procedures for AHERA and this specification. However, nothing in this specification shall prevent the Owner or Project Consultant from conducting additional testing as deemed necessary based upon the specifics of the abatement project. The final clearance testing protocol will be established at the Preconstruction Meeting (Section 6.9).
  - 6.21.6.2 After an acceptable final visual inspection, the Project Consultant will perform the final clearance testing in accordance with Section 6.15.
  - 6.21.6.3 If the clearance criteria are not met, the Contractor shall repeat the final cleaning and continue decontamination procedures until clearance is achieved. All additional inspection and testing costs will be borne by the Contractor.

**6.22 REMOVAL OF ACM, METHODS**

6.22.1 Wet Removal of ACM

- 6.22.1.1 Adequately and thoroughly wet the ACM to be removed prior to removal with amended water. **In no event shall dry removal occur except when authorized in writing by the Regulatory Agency, Project Consultant and Owner when a greater safety hazard (e.g., electricity) is present.**
- 6.22.1.2 If ACM does not wet well with amended water due to composition, coating or jacketing, remove as follows:
  - a) Mist work area continuously with amended water whenever necessary to reduce airborne fiber levels.
  - b) Remove saturated ACM in small sections. Do not allow material to dry out. As material is removed, bag material, while still wet into disposal bags. Clean /decontaminate the outside of the bag of any residue and move to washdown station adjacent to W/EDF.

6.22.2 Removal of Flooring Materials

- 6.22.2.1 Flooring shall be removed intact, as much as possible. Do not rip or tear flooring. Mechanical chipping or sanding is not allowed.
- 6.22.2.2 Wet clean and HEPA vacuum the floor before and after removal of flooring.

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6.22.3 Removal of Flooring Mastic

6.22.3.1 All chemical mastic removers must be low in volatile organic compound (VOC) content, have a flash point greater than 200° Fahrenheit, contain no chlorinated solvents, and comply with California Air Resources Board (CARB) thresholds for VOCs (effective January 1, 2010). Only citrus based products are allowed. No petroleum based products are allowed.

6.22.3.2 Prior to application of any liquid material, check the floor for penetrations and seal before removing mastic.

6.22.4 Removal of Transite

6.22.4.1 All transite must be wetted prior to removal. Unfasten transite panels without disturbance. Keep transite intact.

6.22.4.2 All waste must be wrapped in two layers of 6 mil poly and lowered carefully to the ground.

6.22.4.3 Materials may not be dropped from any height. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane or hoist.

6.22.5 Removal of Amosite

6.22.5.1 Removal of Amosite will only be conducted as an Asbestos Abatement Major (Conventional), in accordance with Section 6.21.

6.22.5.2 Provide local exhaust ventilation and collection systems to assure collection of amosite fibers at the point of generation. Each scraping/brushing activity must have a negative air machine devoted to it. One person in the crew shall be assigned to operate the duct collection system on a continual basis.

6.22.5.3 Amosite does not wet well with amended water. Submit full information/documentation on the wetting agent proposed prior to start for review and approval by the Project Consultant and Owner.

6.22.6 Glovebag Removal

6.22.6.1 Not Applicable with Asbestos Abatement Major (Conventional), Section 6.21.

6.22.6.2 All applicable OSHA requirements and glovebag manufacturer's recommendations shall be met during glove bagging operations. In cases where live steam lines are present, the lines must be shut down prior to any work being performed on the system. **No abatement work shall be conducted on live, pressurized steam lines.**

6.22.7 Removal of Roofing Material

6.22.7.1 All applicable OSHA, state and local regulations must be followed to ensure that outdoor work areas are in compliance so that workers, the general public and the environment are protected.

6.22.7.2 Fall protection in accordance with OSHA 29 CFR 1926.501 must be strictly followed at all times.

6.22.7.3 ACM shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift. All waste must be wrapped in two layers of 6 mil poly and lowered carefully to the ground. Roofing may be lowered by way of a dust-tight chute.

**6.23 WASTE MANAGEMENT**

6.23.1 Asbestos Containing Materials

6.23.1.1 Dispose of waste ACM and debris which is packaged in accordance with these specifications, OSHA, EPA and DOT. The landfill requirements for packaging must also be met. Transport will be in compliance with 49 CFR 100–185 regulations. Disposal shall be done at an approved landfill. Disposal of non-friable ACM shall be done in accordance with applicable regulations.

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- 6.23.1.2 Asbestos waste shall be packaged and moved through the Waste/Equipment Decontamination Facility (W/EDF) into a covered transport container. Waste shall be double-bagged, wetted with amended water, and the top twisted and goose necked prior to disposal. All transport containers must be covered at all times when not in use. NESHAP signs must be on containers during loading and unloading. Material shall not be transported in open vehicles.
- 6.23.1.3 Sealed waste bags shall be decontaminated on exterior surfaces by wet cleaning and/or HEPA vacuuming before being placed in the second waste bag and sealed, which then must also be wet wiped or HEPA vacuumed.
- 6.23.1.4 Asbestos waste with sharp edged components, i.e., nails, screws, lath, strapping, tin sheeting, jacketing, metal mesh, etc., which might tear poly bags shall be wrapped securely in burlap before packaging and, if needed, use a poly lined fiber drum as the second container, prior to disposal.
- 6.23.2 Mold Impacted Materials
  - 6.23.2.1 Mold waste shall be packaged, bagged and moved from the work area into a covered transport container and removed from the building.
  - 6.23.2.2 The contaminated materials may be disposed of as general construction debris.

**6.24 POST JOB SUBMITTALS**

Submit three (3) unbound, 3-hole punched copies of the following:

- (1) Copy of Contractor's Asbestos Abatement Contractors License or Mold Remediation Contractor License.
- (2) Copy of all submitted notifications, permits and inspection reports.
- (3) Daily logs showing the following: date, entering and leaving time, company or agency represented, and reason for entry for all persons entering the work area.
- (4) Alphabetized list of all employees utilized on project (including only last four (4) numbers of Social Security number) and date which each arrived on project, including copies of:
  - (a) worker certifications (asbestos projects)
  - (b) medicals
  - (c) fit-tests
  - (d) Worker Release (Asbestos or Mold as Applicable)
  - (e) Worker Acknowledgement Forms (Asbestos or Mold as Applicable)
  - (f) Signed Certificate of Project Completion (Section 25)
- (5) For asbestos abatement projects, receipts from landfill operator which acknowledge the Contractor's delivery(s) of waste material. Include date, quantity of material delivered, and signature of authorized representative of landfill on all receipts.
- (6) For asbestos abatement projects, employee air monitoring results relative to OSHA respiratory protection level compliance.

**6.25 FORMS**

The following forms referenced in these Specifications are provided following this Section.

- 6.26 Certificate of Project Completion
- 6.27 Special Form #1 – Asbestos Projects, Certificate of Worker's Release
- 6.28 Special Form #2 – Asbestos Projects, Certificate of Worker's Acknowledgement
- 6.29 Special Form #1A – Mold Projects, Certificate of Worker's Release
- 6.30 Special Form #2A – Mold Projects, Certificate of Worker's Acknowledgement

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

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

The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 6, BID SPECIFICATIONS (Continued)**

**Certification of Project Completion**

**Facility Name:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

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

**Date of Completion:** \_\_\_\_\_

**Scope of Work:** \_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION**

All impacted spaces in the project work area have achieved the accepted decontamination levels in accordance with The School Board of Broward County Asbestos/Mold Abatement Specifications and EPA AHERA Regulations, and, as applicable, all work required to be completed under negative pressure has been completed under a minimum of -0.02 column inches of water pressure differential, relative to outside pressure, as evidenced by manometric measurements.

**Owner:** The School Board of Broward County  
4200 NW 10<sup>th</sup> Avenue  
Oakland Park, Florida 33309

**Removal Contractor:** \_\_\_\_\_

**Florida State License Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**Asbestos/Mold Consultant:** \_\_\_\_\_

**Florida State License Number:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

**The above-mentioned project has been completed, all punch list items have been completed and all records and documents contained herein are released.**

_____	_____	_____	_____
<b>Consultant's Signature</b>	<b>Date</b>	<b>Contractor's Signature</b>	<b>Date</b>

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

DATE: \_\_\_\_\_  
TO: \_\_\_\_\_  
RE: \_\_\_\_\_  
(Insert Project Name & Address)

- Signature of Worker  
(as acknowledgement of reading this page of this two-page Certificate)

- Signature \_\_\_\_\_
- Printed Name \_\_\_\_\_
- Social Security Number \_\_\_\_\_
- Signed in Presence of \_\_\_\_\_
- Notary \_\_\_\_\_
- (Signature)

(		)
(	Seal	)
(		)

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



The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

SPECIAL FORM #2 – ASBESTOS PROJECTS  
CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

WORKING WITH ASBESTOS CAN BE DANGEROUS. INHALING ASBESTOS FIBERS HAS BEEN LINKED WITH VARIOUS TYPES OF CANCER. IF YOU SMOKE AND INHALE ASBESTOS FIBERS THE CHANCE THAT YOU WILL DEVELOP LUNG CANCER IS GREATER THAN THAT OF THE NON-SMOKING PERSON.

Your employer's contract with the Owner for the above project requires that: You will be supplied with the proper respirator and be trained in its use. You will be trained in safe work practices and in the use of the equipment found on the job. You will receive a medical examination. These things are to have been done at no cost to you.

RESPIRATORY PROTECTION: I have been trained in the proper use of respirators, and informed of the type of respirator to be used on the above referenced project. I have a copy of the written respiratory protection manual issued by my employer. I have been equipped at no cost with the respirator to be used on the above project.

TRAINING COURSE: I have completed an asbestos training course of not less than three days. I have been trained in the dangers inherent in handling asbestos and breathing asbestos dust and in proper work procedures and personal and area protective measures. The topics covered in the course included the following:

- Physical characteristics of asbestos
- Health hazards associated with asbestos
- Respiratory protection
- Use of personal protective equipment
- Pressure Differential Systems
- Work practices including hands-on or on-the-job training
- Personal decontamination procedures
- Air monitoring, personal and area

MEDICAL EXAMINATION: I have had a medical examination within the past 12 months which was paid for by my employer. This examination included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature \_\_\_\_\_ Social Security No. \_\_\_\_\_

Name \_\_\_\_\_ Witness \_\_\_\_\_

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

DATE: \_\_\_\_\_  
TO: \_\_\_\_\_  
RE: \_\_\_\_\_  
(Insert Project Name & Address)

- Signature of Worker  
(as acknowledgement of reading this page of this two-page Certificate)

- Signature \_\_\_\_\_
- Printed Name \_\_\_\_\_
- Social Security Number \_\_\_\_\_
- Signed in Presence of \_\_\_\_\_
- Notary \_\_\_\_\_
- (Signature)

(		)
(	Seal	)
(		)

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

The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

SPECIAL FORM #2A – MOLD PROJECTS  
CERTIFICATE OF WORKER'S ACKNOWLEDGEMENT

PROJECT NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

**WORKING WITH MOLD CAN BE HARMFUL TO YOUR HEALTH.**

Your employer's contract with the Owner for the above project requires that: You will be supplied with the proper respirator and be trained in its use. You will be trained in safe work practices and in the use of the equipment found on the job. You will receive a medical examination. These things are to have been done at no cost to you.

**RESPIRATORY PROTECTION:** I have been trained in the proper use of respirators, and informed of the type of respirator to be used on the above referenced project. I have a copy of the written respiratory protection manual issued by my employer. I have been equipped at no cost with the respirator to be used on the above project.

**TRAINING:** I have completed training for working on mold abatement projects. I have been trained in the dangers inherent in handling mold impacted materials and mold contaminated dust and in proper work procedures and personal and area protective measures. The topics covered in my training included the following:

- Physical characteristics of mold
- Health hazards associated with mold
- Respiratory protection
- Use of personal protective equipment
- Pressure Differential Systems
- Work practices including hands-on or on-the-job training
- Personal decontamination procedures

**MEDICAL EXAMINATION:** I have had a medical examination within the past 12 months which was paid for by my employer. This examination included: health history, pulmonary function tests and may have included an evaluation of a chest x-ray.

By signing this document you are acknowledging only that the Owner of the building you are about to work in has advised you of your rights to training and protection relative to your employer, the Contractor.

Signature \_\_\_\_\_ Social Security No. \_\_\_\_\_

Name \_\_\_\_\_ Witness \_\_\_\_\_

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

The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**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
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
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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: \_\_\_\_\_  
\_\_\_\_/\_\_\_\_

**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 shall 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 shall abide by the terms of the statement and shall 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. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

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

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

Personally Known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

My commission expires \_\_\_\_\_

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

FORM: #4530  
3/93

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

The School Board of Broward County, Florida

**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**SECTION 7, ATTACHMENT 3**

**INSURANCE REQUIREMENTS**

**MINIMUM LIMITS OF INSURANCE**

**GENERAL LIABILITY:** Limits shall not be less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$2,000,000 General Aggregate.

**POLLUTION LIABILITY:** Limits shall not be less than \$1,000,000 per occurrence covering services provided under the contract.

**WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$1,00,000 (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 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

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

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

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

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

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

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

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

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

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

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

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

# SECTION 7, ATTACHMENT 5

<b>Form W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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)		

<b>Part I Taxpayer Identification Number (TIN)</b> 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.																																									
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;">Social security number</td> </tr> <tr> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> </tr> </table> <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:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> <td style="width:20%; text-align: center;">[ ]</td> </tr> </table>	Social security number										[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	Employer identification number										[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
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<b>Part II Certification</b> 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.	
<b>Certification instructions.</b> 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.	
<b>Sign Here</b>	Signature of U.S. person ▶ _____  Date ▶ _____

<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> The IRS has created a page on IRS.gov for information about Form W-9, at <a href="http://www.irs.gov/w9">www.irs.gov/w9</a> . Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page. <b>Purpose of Form</b> 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. <b>Note.</b> 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. <b>Definition of a U.S. person.</b> 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). <b>Special rules for partnerships.</b> 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: \_\_\_\_\_  
 \_\_\_\_\_

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.

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



**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)(3), 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(a)
- 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 \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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 federal 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)(3) 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)(ii)
- 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)(i)
- 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(a)

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](http://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](http://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](http://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: \_\_\_\_\_  
\_\_\_\_\_/\_\_\_\_

## 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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>4</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>4</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
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 <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 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)(i)(B))	The trust

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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.

\*Note. 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 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate 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](mailto: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](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://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, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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



**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 shall 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: \_\_\_\_\_

Checking

Savings

Account No: \_\_\_\_\_

☐☐

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

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





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

**(754) 321-0505**

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**Document 00220a: Proposer's Request for Information**

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To: Purchasing Agent  
**Procurement and Warehousing Department  
7720 W. Oakland Park Blvd., Suite 323  
Sunrise, Florida 33351**

**Date:**

(For Owner's Use Only) <b>Bidder's RFINo.:</b>
---

Project: Facility \_\_\_\_\_

Project Number &  
Location Number: \_\_\_\_\_

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

Project Consultant: \_\_\_\_\_

**Category:**

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

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

**Description:**

**Attachments:**

**Bidder:**

Company Name  
& Address:

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

Signature

Phone: \_\_\_\_\_

\_\_\_\_\_ Title

---

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

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

**00520**  
**Agreement Form**

**THIS AGREEMENT** made and entered into this       day of       . by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Hereinafter referred to as "**Owner**" and

(Hereinafter referred to as "**Contractor**"),

**WHEREAS**, Owner is the owner of certain real property located in Broward County and Owner desires to have:

Miscellaneous Asbestos & Mold Abatement

At  
Various Locations

Constructed pursuant to drawings, specifications and other design documents prepared by

(Hereinafter referred to as **Project Consultant**).

**WHEREAS**, the Contractor is desirous of performing the Work in accordance with the Contract Documents and all applicable laws, codes and ordinances.

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to Contractor, the parties agree as follows:

**ARTICLE 1. ENTIRE AGREEMENT**

- 1.1 This Construction Contract, along with the Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Addenda, Drawings, Specifications, and modifications issued after Execution of the Contract embodies the entire agreement between Owner and Contractor and supersedes all other writings, oral agreements, or representations.
- 1.2 The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein.
- 1.3 NO CHANGES, AMENDMENTS OR MODIFICATIONS OF ANY OF THE TERMS OR CONDITIONS OF THE CONTRACT SHALL BE VALID UNLESS REDUCED TO WRITING AND SIGNED BY BOTH PARTIES.

## **ARTICLE 2. ENUMERATION OF THE CONTRACT DOCUMENTS.**

2.1 The Contract Documents consisting of the Agreement Form, M/WBE Program Requirements, Documents contained in the Project Manual, General and Supplementary Conditions, Drawings, Specifications, and all Addenda and modifications issued after execution of the Contract thereto together form the Contract, and they are fully a part of the Contract as if written herein word for word. The following is an enumeration of the Drawings and Project Manual for this Project:

2.2 The Drawings:  
Not Applicable

2.03 The Project Manual:

<b>Document Number</b>	<b>Document Title</b>	<b>Number of Pages</b>
00001	Project Title Page	1
00002	Project Directory	1
00007	Davis Bacon Act Notice	1
00008	Prequalification of Contractors Notice	1
00009	Background Screening of Contractual Personnel	1
00010	Table of Contents	4
00101	Advertisement for Bids	2
00200	Instructions to Bidders	20
00215	Application for Bidding Documents	2
00220	Bidder's Request for Information	1
00225	Bidder's Substitution Request	2
00300	Information Available to Bidders	3
00410	Bid Form	7
00420	Bid Security Form	2
00435	Schedule of Values	11
00450	W-9 Request for Taxpayer Identification Number and Certification	4
00455	Background Screening of Contractual Personnel	4
00457	Drug-Free Workplace Certification	2
00470	Letter of Intent: M/WBE Subcontractor Participation	1
00475	Summary: M/WBE Subcontractors Participating	1
00480	Unavailability Certification: M/WBE Subcontractors Participating	1
00485	Monthly M/WBE Subcontractor Utilization Report	1
00505	Notice of intent	3
00510	Notice of Award	2
00520	Agreement Form	14
00545	Notice: Be Ready to Proceed	2
00550	Notice to Proceed - Permitting	2
00550	Notice to Proceed - Construction	2
00600	Performance Bond Form	3
00610	Payment Bond Form	2
00630	Performance Bond Rider	2
00635	Payment Bond Rider	2
00640	General Release and Full Release of Lien	2

<b>00700</b>	General Conditions of the Contract	50
- 00800	Supplementary Conditions of the Contract	3
00910	Addenda	2
	<b>Division 1 -- General Requirements</b>	
	<b>Summary of Work</b>	<b>12</b>
01110	Payment Procedures	2
01290	Application for Payment	2
01290a	Project Management and Coordination	4
01310	Contractor's Request for Information	1
01310a	Transmittal	1
01310b	Construction Progress Documentation	12
01320	Weekly Progress Report	1
01320a	Periodic Observation Report	1
01320b	Non-Conforming Work Notice	1
01320c	Construction Schedule Critical Path Method (CPM)	8
01321	Submittal Procedures	9
01330	Submittal Form	1
01330a	Shop Drawings, Product Data, and Samples	4
01340	Special Procedures	4
01350	Testing Laboratory Services	4
01400	Regulatory Requirements	5
01410	Definitions & Standards	9
01420	Quality Assurance	5
01430	Quality Control	7
01450	Temporary Utilities	6
01510	Construction Facilities	5
01520	Temporary Construction	5
01530	Construction Aids	2
01540	Vehicular Access and Parking	4
01550	Temporary Barriers and Enclosures	7
01560	Worker Protection	3
01561	Respiratory Protection	4
01562	Negative Pressure Filtration System	3
01564	Waste Management	1
01572	Contract Closeout	2
01700	Closeout Procedures	7
01770	Contractor's Request for Substantial Completion	
01770a	Inspection	1
01770b	Project Consultant's Notification of Readiness for Substantial Completion Inspection	1
01770c	SF727: Substantial Completion Inspection	1
01770d	SF728: Substantial Completion Punch List	1
01770e	Project Consultant's Letter Establishing Substantial Completion Date	1
01770f	Contractor's Request for Final Completion Inspection	1
01770g	Project Consultant's Notification of Readiness for Final Completion Inspection	1
01770h	Project Consultant's Letter Establishing Final Completion Date	1

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**Division 2 -- Site Work**

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02080	Mold Abatement
02081	Asbestos Abatement, Major (Conventional)
02083	Asbestos Abatement, Minor (Limited Quantities & Roofing)
02085	Asbestos Abatement, Small Scale Short Duration

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**Division 3 -- Concrete**

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Not Used

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**Division 4 -- Masonry**

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Not Used

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**Division 5 -- Metals**

---

Not Used

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**Division 6 -- Wood & Plastics**

---

Not Used

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**Division 7 -- Thermal & Moisture Protection**

---

Not Used

---

**Division 8 -- Doors & Windows**

---

Not Used

---

**Division 9 -- Finishes**

---

Not Used

---

**Division 10 -- Specialties**

---

Not Used

---

**Division 11 -- Equipment**

---

Not Used

---

**Division 12 -- Furnishings**

---

Not Used



---

**Division 13 -- Special Construction**

Not Used

---

**Division 14 -- Conveying Systems**

Not Used

---

**Division 15 -- Mechanical**

Not Used

---

**Division 16 -- Electrical**

Not Used

---

**Division 17 -- Communications**

Not Used

**ARTICLE 3. BASIS OF COMPENSATION**

3.01 The Single Fixed Multiplier, as agreed upon, is found in Document 00410, Bid Form, submitted within Contractor's Bid and is herewith incorporated into this Agreement.

**BASE BID: TABLE A**

Single Fixed Multiplier (SFM)	<hr/>
	(Place SFM Here)
Contract Amount	\$400,000
Renewable Amount	\$100,000

**ARTICLE 4. TIME FOR CONTRACTOR'S PERFORMANCE.**

- 4.1 Upon execution of the contract by both the successful Bidder and the Owner, submittal of the required performance and payment bonds, certificates of insurance, and receipt and approval of the required post-bid information, the Owner will issue **Document 00550, Notice to Proceed** which will stipulate the commencement date for the Work.

4.2 The Contractor shall commence the performance of the Work on the date stipulated on Document 00550, Notice to Proceed, and shall diligently continue its performance to and until final completion of the Project.

**4.3 Required date(s) of Substantial Completion**

4.3.1 The Contractor shall obtain Building Permit and all other required permits on or before:

~~To Be Determined on a Per Project Basis -~~ Consecutive calendar days from the commencement date stipulated on Document 00550, Notice to Proceed, Permitting.

4.3.2 The Contractor shall accomplish Substantial Completion of the Work on or before:

**To Be Determined on a Per Project Basis** - Consecutive calendar days from the commencement date stipulated on Document 00550, Notice to Proceed, Construction.

4.3.3 In the event the Work involves more than one phase, -and then the commencement and Substantial Completion dates for each phase are as follows:

Phase	Commencement Date: To Be <del>Determined on a Per Project Basis</del>	<b>Required Substantial Completion Date</b>
-------	--	---

**4.4 Liquidated Damages for Substantial Completion:**

4.4.1 The Contractor shall pay the Owner the sum of:

Five Hundred Dollars     \$ 500.00

Per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion.

4.4.2 In the event more than one phase is involved, then the liquidated damages due for each phase shall be as follows:

Phase	<u>Five Hundred Dollars</u>	\$ 500.00
1	Five Hundred Dollars	\$ 500.00
Phase 2	<u>Five Hundred Dollars</u>	\$ 500.00
Phase 3		

4.4.3 Owner and Contractor acknowledge that any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs, likely to be sustained by the Owner, estimated at the time of executing this Contract. If the Owner reasonably believes in its discretion that Substantial Completion will be delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed

by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when in its discretion the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

- 4.4.4 Partial use or occupancy of the Work shall not result in the Work deemed substantially completed, and such partial use or occupancy shall not be evidence of Substantial Completion.
- 4.4.5 Substantial Completion, in the context of this Contract, does not refer to any prior dates wherein the Owner employs other contractors to work on the same site of the Project or Work.

**ARTICLE 5. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.**

**5.1 Substantial Completion:**

- 5.1.1 When the Contractor believes that Substantial Completion has been achieved, the Contractor **should** notify the Project Consultant in writing and shall provide to the Project Consultant a listing of those matters yet to be finished. The Project Consultant will determine whether the Work (or portion thereto is appropriately remedy for a Substantial Completion Inspection.
- 5.1.2 If the Work is determined to be ready for a Substantial Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to determine if the Work is, in fact, substantially complete and establish a list of items necessary for the Contractor to correct or finish. When Substantial Completion has been granted as evidenced by the Substantial Completion Inspection, the Project Consultant will issue a letter formally establishing the Substantial Completion Date for the Work or portion thereof.
- 5.1.3 Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to the Contract Price, less any amounts attributable to liquidated damages, together with two hundred percent (200%) of the reasonable costs, (as determined by the Owner at its sole discretion), for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming Work and, handling any outstanding or threatened claims or any other matters which could cause the Owner damage, cost, expense or delay.

**5.2 Final Completion:**

- 5.2.1 When the Contractor believes that the Work or portion thereof, is finally complete and is ready for a formal inspection, the Contractor shall notify the Project Consultant in writing. The Project Consultant will then determine whether the Work (or portion thereto is appropriately ready for a Final Completion Inspection.
- 5.2.2 If the Work is determined to be ready for a Final Completion Inspection, the Project Consultant and Owner will thereupon conduct an inspection of the Work to

determine if the Work is, in fact, finally complete. When Final Completion has been granted as evidenced by the Final Completion Inspection, the Project Consultant will issue a letter formally establishing the Final Completion Date for the Work or portion thereof.

- 5.2.3 When the Project Consultant and Owner confirms that the Project is complete in full accordance with the Contract Documents and has passed all required inspections, including but not limited to those required by the State Department of Education, and/or from any and all governmental bodies, boards, entities, etc., and that the Contractor has performed all of its obligations to the Owner, the Project Consultant will provide a final Approval for Payment to the Owner certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to Contract Documents.

5.3 Liquidated Damages for Final Completion:

- 5.3.1 If the Contractor fails to achieve final completion within 30 consecutive calendar days of the date of Substantial Completion, the Contractor shall pay the Owner the sum of:

Three Hundred Dollars    \$ 300.00

per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth for final completion of the Work.

- 5.3.2 In the event the Project involves more than one phase; the final completion date and liquidated damages amount for each phase shall be as follows:

Phase 1	Three Hundred Dollars	\$ 300.00
Phase 2	Three Hundred Dollars	\$ 300.00
Phase 3	Three Hundred Dollars	\$300.00

- 5.3.3 Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of delay damages, inconvenience, additional overhead and costs likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays.

- 5.4 Prior to being entitled to receive final payment and as a condition precedent thereto, the Contractor shall provide the Owner; in the form and manner required by Owner, if any, with a copy to the Project Consultant: of the following:

- 5.4.1 An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;

- 5.4.2 Such other documents as required by the Owner from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has or might have a claim against the Owner;
- 5.4.3 All product warranties, operating manuals, instruction manuals and other things or documents customarily required of the Contractor, or reasonably required by Owner, including but not limited to those required elsewhere in the Contract Documents, as part of its Project Closeout procedures;
- 5.4.4 The Owner shall, subject to its rights set forth in the Contract Documents, make final payment of all sums due the Contractor within thirty (30) days of the final Approval for Payment.
- 5.4.5 The Owner and Project Consultant may acknowledge satisfactory completion and accept the Work notwithstanding the existence of certain items of Work which are Incomplete. As set forth in Article 5.03.03 of Article 5 hereof, the Owner may, but is not obligated to guarantee completion of incomplete items of Work by escrowing funds equal to two hundred (200%) percent of the estimated cost of the incomplete Work and shall establish a reasonable date by which all incomplete work must finally be complete.

#### **ARTICLE 6. TIME AND DELAYS.**

- 6.1 All time in the Contract Documents is calculated on a consecutive calendar day basis.
- 6.2 Time is of the essence in this Contract, and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein mentioned, has taken into consideration and made allowances for all reasonable hindrances and delays incident to his work.
- 6.3 Contractor agrees to commence the Work when directed by Owner and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the Project by other trades so that the Owner shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.
- 6.4 Contractor shall make payments promptly to its vendors, subcontractors, suppliers and for labor, material and equipment used by it in the performance of its work.
- 6.5 The Contractor shall not be entitled to any claim for damages or an extension of Time on account of hindrance or delays from any cause whatsoever, but if caused by any act of God or active interference on the part of the Owner, such act, hindrance, or delay may only entitle the Contractor to receive an extension of time as its sole and exclusive remedy.
- 6.5.1 Adverse weather, such as rain, is not to be considered to be an Act of God unless it exceeds the ten (10) year average as published by the National Weather Service (or equivalent organization acceptable to the Owner at its sole discretion) for that time of year in Broward County.

- 6.5.2 An extension of time to complete the Work shall be determined by the Owner provided that the Contractor provides the Owner with notice in writing of the cause of said act, hindrance or delay within twenty (20) days after its occurrence.
- 6.5.3 In the event the request for extension is not made in writing within that twenty (20) day time period, Contractor acknowledges and agrees it has forever waived any and all rights to such an extension.
- 6.5.4 All extensions of time shall be authorized only by a written change order executed by the Owner and Project Consultant.
- 6.5.5 This "no damage for delay" clause will encompass any damages for delay or disruption even if the Contractor completes construction of the Work in a timely fashion in accordance with this Contract.
- 6.5.6 Damages as referenced in this "no damage for delay" shall include any type of damages that are or could be awarded by any court or arbitration panel such as, by way of general example, but not limitation, tort, contract, strict liability, consequential damages, liquidated damages and/or punitive damages.
- 6.5.7 By way of specific example but not limitation, damages as referenced within this clause includes loss of use, loss of profits, labor inefficiency, loss of bonding capacity, overhead and repair costs, costs of capital replacement, loss of wages, pain and suffering, loss of production costs to replace facilities, equipment and/or product loss, increased and/or extended home office overhead, increased general conditions, costs of mobilization and demobilization, decrease in value, and/or any other damage or loss.
- 6.5.8 The Contractor recognizes and specifically acknowledges the terms and conditions of the "no damage for delay" clause upon execution of this Contract.

#### **ARTICLE 7. CONTRACT BONDS**

- 7.1 The Contract shall become effective and in full force upon the execution of this agreement, concurrently with the delivery of a bond issued by a Surety Company acceptable to Owner in its sole discretion, such Surety being qualified and rated in accordance with Article 42.08 of Document 00700, General Conditions of the Contract, and approved by the United States Treasury Department and licensed to do business in the State of Florida.
- 7.2 This Agreement must be executed and signed by a resident agent having an office in Florida, representing such Surety Company, for one hundred per cent (100%) of the Contract price, said bond guaranteeing the performance of this Contract and as security for the payment of all persons performing labor and providing materials in connection with this Contract.
- 7.3 The form of Bonds required is included elsewhere in the Contract Documents. This is in addition to any bonds of subcontractors or others.
- 7.4 Insurance Provider and Surety: Refer to 00700-General Conditions, Article 42.09 Contractor's Insurance.

- 7.04.01 Contractor and Surety shall have a continuing obligation to insure that all insurance or surety requirements are satisfied throughout the construction of the project and until all post completion obligations; including punch list and warranty requirements are completed or expire.

ARTICLE 8. NOTICES

- 8.1 Any notices provided for hereunder shall be in writing and may be served either personally on the authorized representative of the receiving party at the jobsite, with a copy via telecopy or facsimile to the addresses shown below, or by registered mail or overnight delivery/courier service (e.g., Federal Express) to that party at the addresses shown below:

<b>Party:</b>	<b>Address:</b>
Owner: Superintendent of Schools The School Board of Broward County, Florida	600 S.E. 3rd Ave. Ft. Lauderdale, FL 33301 Attn: Robert Runcie
With Copies To: Director Procurement and Warehousing Services The School Board of Broward County, Florida  Coordinator I, LEA	7720 W. Oakland Park Blvd. Suite 322, Sunrise, FL 33351 Attn: Director
Contractor: _____	
Surety: _____	
Surety's Agent: _____	
Project Consultant: AirQuest Environmental, Inc.	5150 SW 48th Way Ft. Lauderdale, FL 33314

- 8.2 These addresses may be changed by either of the parties by written notice to the other party.

ARTICLE 9. TERM OF AGREEMENT

- 9.1 The award of this bid shall establish a contract for an absolute contract value of \$400,000 for the period of one **(1)** year from the date of execution, and may, by mutual agreement between The School Board of Broward County, Florida and the Contractor, upon final School Board approval, be renewed for **an** additional **\$100,000 and/or two (2) additional one (1) year periods**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period and all renewals.
- 9.2 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 one (1) year(s) , and may, by mutual agreement between Owner and the Contractor, upon final owner approval, be extended for two (2) additional one (1) year periods, **per the TERMS stipulated under section 9.01 Above.** The Board, through its **Contract Department**, will, if considering extending, request a letter of intent to extend from each Contractor, prior to the end of the current contract period. The Contractor will be notified when the recommendation has been acted upon by the School Board for the term **Of** the contract.



**In witness thereof**, the said contractor, Simpson Environmental Services, Inc. , and the Owner, The School Board of Broward County, Florida, have caused this contract to be executed and their corporate seals affixed by and through their proper officers, thereunto duly authorized, on this day and year first above written.

OWNER

CONTRACTOR

**THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA**

ental Services, Inc.

SEAL

SEAL

By: \_\_\_\_\_  
Patricia Good, Chair

By: \_\_\_\_\_  
(Printed Name and Title)

Attest Secretary

Witness or Attest Secretary (Contractor)

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

By: \_\_\_\_\_  
(Printed Name and Title)

Approved as to Form and Legal Content By:

\_\_\_\_\_  
Office of the General Counsel

CONTRACTOR NOTARIZATION

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by  
 \_\_\_\_\_ of \_\_\_\_\_  
 and, \_\_\_\_\_ of \_\_\_\_\_, on  
 behalf of the Contractor.

\_\_\_\_\_, and, \_\_\_\_\_ — are personally known to me or  
 produced \_\_\_\_\_ as identification and did/did not first take an oath.

My commission expires:

(SEAL)

\_\_\_\_\_  
Signature -Notary Public\_\_\_\_\_  
Printed Name of Notary\_\_\_\_\_  
Notary's Commission No.

**SURETY ACKNOWLEDGMENT**

The Surety, acknowledges that it has read the foregoing Construction Contract and has familiarized itself with the obligations of the Contractor and the Surety as stated therein, which obligations are agreed to by Surety and are incorporated, by reference to the Construction Contract, in the Payment and Performance Bonds.

**SURETY:** International Fidelity Insurance Company

\_\_\_\_\_  
\_\_\_\_\_  
**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ of \_\_\_\_\_, on behalf of the Surety.

He/she is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.

My commission expires:

(SEAL)

\_\_\_\_\_  
Signature -Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

**END OF DOCUMENT**

## SECTION 8, STATEMENT OF "NO BID"

If your company shall 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 shall help SBBC in the preparation of future Bids.

Bid Number: \_\_\_\_\_ Title: \_\_\_\_\_

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

Contact: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

√	<b>Reasons for "NO Bid":</b>
	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:

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

EXHIBIT A  
**M/WBE PARTICIPATION**

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

Bidder'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>

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

**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

The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

**EXHIBIT B**  
**CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**  
**LOWER TIER TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

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ITB Number

---

Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

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Date

The School Board of Broward County, Florida  
**MISCELLANEOUS ASBESTOS AND MOLD ABATEMENT**

**EXHIBIT B**  
**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Date:**

**To:**

**Building Permit No.:**

**Company  
Name &  
Address:**

**Pick Up:**

---

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

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

You are hereby notified that the Contract Times for Construction as stated for this Contract will commence on the following date:

\_\_\_\_\_

You are instructed to start performing the obligations of the Contract on that date, with:

- ☐ A required performance period of \_\_consecutive calendar days.
- ☐ A required Substantial Completion Date of \_\_\_\_\_ .
- ☐ As otherwise delineated in the Agreement Form to which you were signatory.

A Pre-Construction Conference is scheduled for:

Time: **N/A**  
Date: **N/A**  
Place: **Procurement & Warehousing Services Department**  
**7720 W. Oakland Park Blvd., Suite 323**  
**Sunrise, Florida 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 Proceed follow below:

**Item Instruction**

- 1.
- 2.

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

If you have any questions concerning this Notice to Proceed, contact Project Manager, at (754) 321-xxxx.

Sincerely,

The School Board of Broward County, Florida  
Agreement Form for Hard Bid  
June 11, 2013  
Director, Procurement & Warehousing Services

xx/xx/xx: xx

**Attachments:**

- ☐ Document 00520 Agreement Form
- ☐ Document 00600 Performance Bond
- ☐ Document 00610 Payment Bond
- ☐ Document 00450 W-9 Request for Taxpayer Identification Number and Certification
- ☐ Document 00455 Background Screening of Contractual Personnel
- ☐ Bid Security Check or Bid Security Form
- ☐ Building Permit
- ☐ Risk Management Approval and Certificate of Insurance
- ☐ Municipality Letter
- ☐ Prolog Entry

**Copies:**

- ☐ NAME, Principal, School
- ☐ The Honorable, \_\_\_\_\_, Mayor (With Municipal Letter)