



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES
MARY CATHERINE COKER, DIRECTOR
www.browardschools.com

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(November 10, 2016)

Dear Prospective Bidders:

**SUBJECT: Instructions to Bidders
Invitation to Bid 17-117C, ASPHALT AND PLAY COURT PAVING, REPAIRS, RESURFACING AND STRIPING**

ROBERT W. RUNCIE
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **ASPHALT AND PLAY COURT PAVING, REPAIRS, RESURFACING AND STRIPING**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to ian.superville@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

• **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) CERTIFICATION/PARTICIPATION (See EXHIBIT A1 AND A2)**
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 the Board'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 proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

- **SECTION 2, SUBMITTAL REQUIREMENTS**
Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.
- **COMPLETION OF BIDS**
The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in ink or typewritten. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.
- **PRICING CORRECTIONS**
If a price correction is necessary on the Bid Summary Sheet, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. **All price corrections shall be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.
- **DUE DATE**
Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.
- **STATEMENT OF "NO BID"**
If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to ian.superville@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

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

Name
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 :
December 5, 2016

ITB NO.:
17-117C

RELEASE DATE :
November 10, 2016

PURCHASING AGENT:
 754-321-0541

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.

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

SECTION 1, Bidder Acknowledgement

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

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 - Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate and open to public inspection. *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.

- | | | | |
|---|--|--|--|
| <input type="checkbox"/> Bid Bond
Special Condition __ | <input type="checkbox"/> Descriptive Literature
Special Condition __ | <input checked="" type="checkbox"/> M/WBE Participation
Exhibit A | <input type="checkbox"/> Material Safety Data Sheets
Special Condition __ |
| <input type="checkbox"/> Manufacturers Authorization
Special Condition __ | <input checked="" type="checkbox"/> Conflict of Interest Form
Section 7, Attachment 1 | <input checked="" type="checkbox"/> Certificate of Debarment
General Condition 45 | <input type="checkbox"/> Other _____
Special Condition __ |
| <input checked="" type="checkbox"/> Bidder's Preference Statement
Special Condition 17 | | | |

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 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/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. 3rd Avenue, 7th 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 desirous 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 on December 8, 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 (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, 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.
- 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 the Board'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 visit www.browardschools.com/sdop.
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.** 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/secle/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. 3rd 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 Purchasing Agent identified in this competitive solicitation or his/her designee or such other person identified in writing 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.

65. **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfer all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-0505, PROCUREMENT & WAREHOUSING SERVICES, 7720 WEST OAKLAND PARK BLVD., SUITE 323, SUNRISE FLORIDA, 33351.

66. **STUDENT RECORDS.** Notwithstanding any provision to the contrary within this Invitation to Bid (ITB), any party contracting with SBBC under this ITB shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; 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.

SECTION 4, SPECIAL CONDITIONS

INTRODUCTION AND SCOPE:

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

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

Required licenses include: State of Florida – Licensed General Contractor, a Florida County – Registered General Contractor, a Florida County – Registered 3 E and 3C Contractor or a Florida County Registered General Engineered Construction Bidder

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

SBBC reserves the right to procure ASPHALT & PLAYCOURT PAVING, REPAIRS, RESURFACING & STRIPING from more than one awardee simultaneously or designate a subset of units to a particular awardee for the orderly, safe maintenance and smooth operation of District facilities at the prerogative of the PPO Supervisor assigned deems appropriate.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two (2) years, as described in General Conditions 21, and 58.

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Mr. Ian Superville, Purchasing Agent, Procurement and Warehousing Services, 754-321-0541 or e-mail at ian.superville@browardschools.com** who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither **Mr. Superville**, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** 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.

SECTION 4, SPECIAL CONDITIONS (Continued)

5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 180 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the entire contract duration, including any renewals. The Bidder(s) agrees to this condition by signing its bid.
6. **LOCAL REPAIR FACILITY:** In order to be considered for award, Bidder must have a local repair facility that can respond to service calls. For the purpose of this bid, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County. Proof of local repair facility that meets requirements must be submitted with the bid or upon request. Failure to submit the required proof with the bid upon request shall result in disqualification of bid submitted.
7. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who will be available, upon request, to resolve billing and delivery problems.
8. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the Fixed Multiplier contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time.
9. **SUBCONTRACTING:** Awardees **may not subcontract** any repair project work without the prior written approval of the PPO Supervisor assigned. If subcontractors are approved by SBBC, they must be in compliance with all licensing and certification requirements, as well as be in compliance with the security clearance requirements set forth in General Conditions 54.
10. **ACCEPTANCE OF MATERIALS:** The material delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event the material supplied to SBBC is found to be defective or does not conform to specifications, SBBC reserves the right to cancel the order upon written request to the Awardee and return the product to Awardee, at Awardee's expense. Awardee shall be responsible for pick-up of defective/rejected materials. After 30 days notification to the Awardee, if the materials are not removed, they become the property of SBBC. Awardee shall be responsible for any disposition charges.
11. **DELIVERY:** All assigned work **must** be completed within **the agreed upon timeframe** after receipt of the "Notice To Proceed". Prior written approval, by the PPO Supervisor assigned, will be necessary to extend this timeframe for larger jobs. All changes must be in writing and approved by the PPO Supervisor assigned two (2) business days prior to any change in the project. The school's Principal or designee shall also be notified two (2) business days before work starts by the awardee.

SECTION 4, SPECIAL CONDITIONS (Continued)

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

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

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

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

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

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

15. **CHANGES IN THE WORK:** SBBC may order extra work or make changes by altering, adding to or deducting from the work, with the contract sum being adjusted accordingly, without invalidating the contract. All such work shall be included under the conditions of this contract except that any claim for extension of time caused thereby shall be adjusted at the time of the change. Any claim for extra work must have the written approval of the PPO Supervisor assigned prior to the commencement of a project.

SECTION 4, SPECIAL CONDITIONS (Continued)

16. **CORRECTION OF WORK:** Awardees shall re-execute any work that fails to conform to the requirements of the bid and that appears during the progress of the job. The PPO Supervisor assigned will inspect and approve job progress as needed.
17. **BID SECURITY:** A Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five thousand dollars must accompany bid. Bonding company must appear on U. S. Treasury List. **IF SUBMITTING A SURETY BOND, THE ENCLOSED BID BOND FORM MUST BE USED BY BIDDER. NO OTHER BID BOND FORM WILL BE ACCEPTABLE.**
18. **FORCE MAJEURE:** Except for the provisions of this bid, each party will be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
19. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
20. **INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION WILL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.**
- A. Material release number OR the control number
 - B. Purchase Order number
 - C. Complete description of the items
 - D. Itemized list prices
 - E. Total dollar amount will be net

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

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

SECTION 4, SPECIAL CONDITIONS (Continued)

21. **CANCELLATION (continued):**

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

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

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

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

The MSDS must include the following information in English:

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

SECTION 4, SPECIAL CONDITIONS (Continued)

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

- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

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

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

26. **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.

27. **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 "A2"** and made a part of this contract. The timing of these reports must coincide with invoice submission. In addition to the M/WBE Utilization Report form, Awardee(s) shall also provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Subcontractor Utilization Report. The Awardee(s) understands that each M/WBE utilized for the contract must be certified by SBBC, Supplier Diversity & Outreach Program Office.

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SECTION 5, BID SUMMARY SHEET

ITEM
QUANTITIES

GROUP A:

UNIT PRICE **TOTAL COST**

(TO BE AWARDED AS A GROUP)

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

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

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

ASPHALT REPAIRS

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

ASPHALT - RESURFACING

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

ASPHALT - NEW WORK

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

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>			<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>QUANTITIES</u>		<u>GROUP A:</u>		
14.	3,000 square yards	1-1/2" asphalt and 6" of lime rock for job up to 125 square yards	\$ _____/sqyd	\$ _____
15.	2,500 square yards	1-1/2" asphalt and 6" of lime rock greater than 125 square yards	\$ _____/sqyd	\$ _____
16.	1,000 square yards	1-1/2" asphalt and 8" of lime rock for job up to 125 square yards	\$ _____/sqyd	\$ _____
17.	1,000 square yards	1-1/2" asphalt and 8" of lime rock for job greater than 125 square yards	\$ _____/sqyd	\$ _____
18.	10 each	Testing costs (compaction and other) as required by Drawings and/or Building Code	\$ _____/ea	\$ _____
19.	500 Tons	Supply & Deliver Asphalt Millings	\$ _____/ton	\$ _____
20.		Grinding & Removal of Asphalt Millings	\$ _____/sqyd	\$ _____
<u>COLOR COATING / OUTDOOR COURTS</u>				
21.	300 square yards	Color Coating - Projects up to 125 square yards	\$ _____/sqyd	\$ _____
22.	26,000 square yards	Color coating - Projects greater than 125 square yards	\$ _____/sqyd	\$ _____
23.	300 square yards	Resurface with fiberglass mesh prior to color coating for projects up to 500 square yards	\$ _____/sqyd	\$ _____
24.	2500 square yards	Resurface with fiberglass mesh prior to color coating for projects greater than 500 square yards	\$ _____/sqyd	\$ _____
<u>WHEEL BUMPERS / PVC DELINEATORS</u>				
25.	450 each	Provide and install concrete new wheel bumpers (standard)	\$ _____/ea	\$ _____
26.	450 each	Remove concrete wheel bumpers (standard)	\$ _____/ea	\$ _____
27.	400 each	Relocate or reinstall existing concrete wheel bumpers (standard)	\$ _____/ea	\$ _____
28.	400 each	Replace concrete wheel bumpers (small truck)	\$ _____/ea	\$ _____
29.	450 each	Provide and install new concrete wheel bumpers – (small truck)	\$ _____/ea	\$ _____
30.	450 each	Remove concrete wheel bumpers (small truck)	\$ _____/ea	\$ _____

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>			<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>QUANTITIES</u>		<u>GROUP A:</u>		
31.	400 each	Relocate or reinstall existing concrete wheel bumpers (small truck)	\$ _____/ea	\$ _____
32.	400 each	Replace concrete wheel bumpers (small truck)	\$ _____/ea	\$ _____
33.	200 each	Provide and install PVC traffic delineators	\$ _____/ea	\$ _____
34.	200 each	Remove PVC traffic delineators	\$ _____/ea	\$ _____
<u>SIGNAGE</u>				
35.	50 each	Remove traffic post and sign	\$ _____/ea	\$ _____
36.	50 each	Replace sign post only, retain and re-install existing sign	\$ _____/ea	\$ _____
37.	50 each	Replace traffic post and sign	\$ _____/ea	\$ _____
38.	50 each	Provide and install new traffic sign and new sign post	\$ _____/ea	\$ _____
39.	50 each	Provide and install new traffic sign only. Sign to be installed onto existing structure	\$ _____/ea	\$ _____
40.	50 each	Replace traffic sign only. Sign to be installed onto existing structure	\$ _____/ea	\$ _____
41.	5 each	Provide "As Built" Drawings for project	\$ _____/ea	\$ _____
<u>PAINT STRIPING & RELATED ITEMS</u>				
42.	100 each	Paint stencils onto pavement	\$ _____/ea	\$ _____
43.	100 each	Repaint stencils onto pavement	\$ _____/ea	\$ _____
44.	10,000 linear feet	Paint 2" lines	\$ _____/ea	\$ _____
45.	10,000 linear feet	Repaint 2" lines	\$ _____/ea	\$ _____
46.	10,000 linear feet	Paint 4" lines	\$ _____/ea	\$ _____
47.	500,000 linear feet	Repaint 4" lines	\$ _____/ea	\$ _____

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>	<u>QUANTITIES</u>	<u>GROUP A:</u>	<u>UNIT PRICE</u>
48.	1,000 linear feet	Paint 6" lines	\$ _____/LF \$ _____
49.	1,000 linear feet	Repaint 6" lines	\$ _____/LF \$ _____
50.	1,000 linear feet	Paint 8" lines	\$ _____/LF \$ _____
51.	1,000 linear feet	Repaint 8" lines	\$ _____/LF \$ _____
52.	1,000 linear feet	Paint 10" lines	\$ _____/LF \$ _____
53.	1,000 linear feet	Repaint 10" lines	\$ _____/LF \$ _____
54.	1,000 linear feet	Paint 12" lines	\$ _____/LF \$ _____
55.	1,000 linear feet	Repaint 12" lines	\$ _____/LF \$ _____
56.	1,000 each	Paint concrete wheel bumper	\$ _____/ea \$ _____
57.	10,000 each	Repaint concrete wheel bumper	\$ _____/ea \$ _____
58.	1,000 each	Paint alphabetical title on concrete wheel bumper	\$ _____/ea \$ _____
59.	1,000 each	Paint numerical title on concrete wheel bumper	\$ _____/ea \$ _____
60.	500 each	Paint traffic arrow, per FDOT specifications	\$ _____/ea \$ _____
61.	1,000 each	Repaint traffic arrow, per FDOT specifications	\$ _____/ea \$ _____
62.	30 each	Paint stop bar	\$ _____/ea \$ _____
63.	500 each	Repaint stop bar	\$ _____/ea \$ _____
64.	1,000 each	Repaint rumble bumps	\$ _____/ea \$ _____
65.	5,000 linear feet	Paint-out existing lines with black traffic paint	\$ _____/LF \$ _____
66.	30 each	Paint handicapped reserved space with logo	\$ _____/ea \$ _____
67.	1,000 each	Repaint handicapped reserved space with logo	\$ _____/ea \$ _____
68.	1,000 square feet	Paint handicapped-accessible ramp	\$ _____/sq ft \$ _____
69.	1,000 square feet	Repaint handicapped-accessible ramp	\$ _____/sq ft \$ _____

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>	<u>QUANTITIES</u>	<u>GROUP A:</u>	<u>UNIT PRICE</u>
70.	500 linear feet	Paint curb	\$ _____/LF \$ _____
71.	3,000 linear feet	Repaint curb	\$ _____/LF \$ _____
72.	5 each	Stripe tennis court	\$ _____/ea \$ _____
73.	5 each	Restripe tennis court	\$ _____/ea \$ _____
74.	5 each	Stripe outdoor basketball/volleyball court	\$ _____/ea \$ _____
75.	15 each	Restripe outdoor basketball/volleyball court	\$ _____/ea \$ _____
76.	5 each	Stripe outdoor play court, elementary layout	\$ _____/ea \$ _____
77.	15 each	Restripe outdoor play court, elementary layout	\$ _____/ea \$ _____
78.	5 each	Stripe outdoor play court, intermediate layout	\$ _____/ea \$ _____
79.	15 each	Restripe outdoor play court, intermediate layout	\$ _____/ea \$ _____
80.	5 each	Stripe running track 440 yards <u>and</u> 400 meters	\$ _____/ea \$ _____
81.	15 each	Restripe running track 440 yards <u>and</u> 400 meters	\$ _____/ea \$ _____
82.	5 each	Stripe 220-yard running track	\$ _____/ea \$ _____
83.	15 each	Restripe 220-yard running track	\$ _____/ea \$ _____
84.	5 each	Paint long jump area	\$ _____/ea \$ _____
85.	5 each	Repaint long jump area	\$ _____/ea \$ _____
86.	5 each	Paint shot put area	\$ _____/ea \$ _____
87.	5 each	Repaint shot put area	\$ _____/ea \$ _____
88.	5 each	Paint discus throw area	\$ _____/ea \$ _____

SECTION 5, BID SUMMARY SHEET (Continued)

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

RELATED ATHLETIC ITEMS

101.	10 sets	Remove nets and poles on tennis courts	\$ _____/set	\$ _____
102.	10 sets	Install new nets and new poles on tennis courts	\$ _____/set	\$ _____
103.	20 each	Install basketball backboards and goals, adjustable from 6-10', 10-gauge aluminum fan shaped backboard, double rimmed, double-braced goal price to include nylon nets only. Posts to be Schedule 40 pipe 4-1/2" OD for basketball post with thickness of 0.0237".	\$ _____/ea	\$ _____
104.	20 each	Remove basketball posts	\$ _____/ea	\$ _____
105.	20 sets	Remove volleyball posts and sleeves	\$ _____/set	\$ _____
106.	20 sets	Install volleyball posts and sleeves	\$ _____/set	\$ _____

TOTAL GROUP A (1 -106 Inclusive) \$ _____

SECTION 5, BID SUMMARY SHEET (Continued)

<u>ITEM</u>		<u>UNIT PRICE</u>	<u>TOTAL COST</u>
<u>QUANTITIES</u>	<u>GROUP B:</u>		

(TO BE AWARDED AS A GROUP)

THERMOPLASTIC STRIPING for parking lots, driveways, and so on per General Bid Specifications and attached Bid Specifications.

1.	100 each	Install thermoplastic stencils onto pavement	\$/ea	\$_____
2.	1,000 linear feet	Install thermoplastic 2" lines	\$/LF	\$_____
3.	1,000 linear feet	Repair or reinstall thermoplastic 2" lines	\$/LF	\$_____
4.	1,000 linear feet	Remove thermoplastic 2" lines	\$/LF	\$_____
5.	1,000 linear feet	Install thermoplastic 4" lines	\$/LF	\$_____
6.	10,000 linear feet	Repair or reinstall thermoplastic 4" lines	\$/LF	\$_____
7.	1,000 linear feet	Remove thermoplastic 4" lines	\$/LF	\$_____
8.	1,000 linear feet	Install thermoplastic 6" lines	\$/LF	\$_____
9.	1,000 linear feet	Repair or reinstall thermoplastic 6" lines	\$/LF	\$_____
10.	1,000 linear feet	Remove thermoplastic 6" lines	\$/LF	\$_____
11.	1,000 linear feet	Install thermoplastic 8" lines	\$/LF	\$_____
12.	1,000 linear feet	Repair or reinstall thermoplastic 8" lines	\$/LF	\$_____
13.	1,000 linear feet	Remove thermoplastic 8" lines	\$/LF	\$_____
14.	1,000 linear feet	Install thermoplastic 10" lines	\$/LF	\$_____
15.	1,000 linear feet	Repair or reinstall thermoplastic 10" lines	\$/LF	\$_____
16.	1,000 linear feet	Remove thermoplastic 10" lines	\$/LF	\$_____
17.	1,000 linear feet	Install thermoplastic 12" lines	\$/LF	\$_____
18.	1,000 linear feet	Repair or reinstall thermoplastic 12" lines	\$/LF	\$_____
19.	1,000 linear feet	Remove thermoplastic 12" lines	\$/LF	\$_____

TOTAL ITEM B (1- 19) **\$_____**

SECTION 5, BID SUMMARY SHEET (Continued)

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

SECTION 5, BID SUMMARY SHEET (Continued)

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

TOTAL GROUP C (1- 30 Inclusive) \$ _____

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ADDITIONAL REQUIRED INFORMATION

ADDITIONAL LABOR AND SERVICES per General Bid Specifications:	<u>UNIT PRICE</u>
SUPERVISOR , hourly labor rate	\$ _____ / hr
INSTALLER , hourly labor rate	\$ _____ / hr
LABORER , hourly labor rate	\$ _____ / hr
<u>HOLIDAY RATES only:</u> (Bidder must attach a list of holidays observed that qualify for holiday labor rates:	
SUPERVISOR , holiday hourly labor rate	\$ _____ / hr
INSTALLER , holiday hourly labor rate	\$ _____ / hr
LABORER , holiday hourly labor rate	\$ _____ / hr

COST-PLUS MARK-UP
PERCENTAGE _____ %

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

NOTE TO BIDDER: Review General Condition 52 prior to completing and mailing this bid.
Bidder's M/WBE Certification Number: _____
Agency Issuing This Number: _____

REQUIRED ADDITIONAL INFORMATION

COMPANY REPRESENTATIVE: (See Special Condition 7)

Company Name

Company Representative

Street Address

City, State and Zip

Phone Number

Fax Number

Local/Toll-Free Phone Number

E-Mail Address

LOCAL SERVICE CENTER: (See Special Condition 6)

Service Center Name

Street Address

City, State and Zip

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

Bidder's M/WBE Certification Number: _____

Agency Issuing This Number: _____

SECTION 6, BID SPECIFICATIONS
GENERAL BID SPECIFICATIONS

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

SECTION 6, BID SPECIFICATIONS
GENERAL BID SPECIFICATIONS

- A. The work area may have existing utilities, such as irrigation, phone, electrical, sewer, water, and so on. The location of some of these utilities will be indicated wherever possible, however, no guarantee will be implied that these locations are complete.
 - B. Repair, replace, and restore immediately all utility services or other facility which are disrupted due to an awardees' activities and engage outside services in order to successfully complete repairs on a 24-hour basis until the interrupted services are restored.
 - C. Provide and operate any supplemental temporary services to maintain uninterrupted services to the facility.
 - D. All costs involved in the repairs and restoration of disrupted utility services shall be solely the awardees' and as such awardee will be responsible for any claims made as a result of utility service disruption.
8. Awardees shall be required to obtain permits, if any are required, in the scope of this work.
9. In the event of unforeseen or unsafe situations develop such as the need to remove tree branches, debris and so on, awardees are to contact the PPO Supervisor assigned. Awardees are not to proceed with work until any unsafe conditions have been corrected.
10. Awardees shall be responsible for the prompt removal of all project debris within two working days after completion of job, and shall be responsible for all scheduling of work with the school and maintaining security of premises at all times. In addition, all tools, equipment and machinery must be removed within two working days of final project completion. SBBC trash cans and dumpsters may NOT be used for the disposal of waste materials.
11. Awardees must store volatile wastes in covered metal containers and remove from the premises when necessary as well as provide adequate ventilation when using volatile or noxious substances. Awardees must conduct cleaning and disposal operations in compliance with local ordinances and anti-pollution laws.
- A. Do not burn or bury any rubbish or waste materials on the project site.
 - B. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary sewers.
 - C. Do not dispose of waste into streams or waterways.
12. Per Special Condition 18, in cases of faulty labor or workmanship, it will be necessary for the awardees to return to the work site within 48 hours of notification to correct all defects. In addition, awardees will remedy any defects due to faulty material or workmanship which appear within a period of one year from the date of completion of the project. The completion date shall be considered the final invoice date.
13. Inspection and acceptance will be at the job site unless otherwise provided. Title to or risk of loss or damage to all work shall be the responsibility of the awardees until acceptance by SBBC unless caused by negligence on the part of SBBC or vandalism. Awardees will permit and facilitate inspection of the project by the PPO Supervisor assigned at all times. If any work should be covered up without approval or consent of the PPO Supervisor assigned, it must, when required, be uncovered for examination at the awardees' expense.
14. Asphalt paving, play court repairs, track maintenance and concrete placement-related materials MAY be purchased under this contract at the discretion of the PPO Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed

SECTION 6, BID SPECIFICATIONS
GENERAL BID SPECIFICATIONS

for purchase from the identified source, each unit price by cost, the total price and the awardees' cost-plus mark-up. Any remaining aforementioned materials, after project completion, become the property of SBBC. The PPO Grounds/Custodial Department is under NO OBLIGATION to purchase materials under this contract if these materials can be purchased on other SBBC contracts.

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

BID SPECIFICATION 1

1. **Relining areas repaired, if needed, shall be included in the costs.**
2. Through on-site discussions, or through the use of sketches, the awardee will be notified as to the size of the project authorized. Several patches in a single area, lot or location shall be combined into a single project.
3. Every project will encompass a minimum 3 square yards in area. If a job is projected to be less than 3 square yards, then awardee is required to cut existing asphalt so that section of asphalt will meet the minimum requirement.
4. Areas to be repaired should be completed as follows:
 - A. Remove surface, base course and subgrade to reach firm support. Extend at least 1' horizontally on pavement.
 - B. Cuts must be square or rectangular cuts. Faces must be made straight and vertical, with one pair of faces, where practical, parallel to the direction of traffic.
 - C. Install base course using Miami Oolite lime rock, 60% lime content.
 - D. Prime coat must be cut-back asphalt, Grades MC-30, MC-70 or MC-250 and will be applied to limerock base.
 - E. Tack coat must be emulsified asphalt, Grades RS-1, SS-1, SS-1h, CSS-1 or CSS-1h and will be applied to vertical surfaces.
 - F. Wearing surface must be asphaltic concrete, Type III and conforming to Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge construction, latest edition. New asphalt shall be installed to a minimum depth of 1".
 - G. Compact with equipment most suited for the size of job. Adequate compaction equipment will yield surface of patch at same elevation as the surrounding pavement.
 - H. Check riding quality and alignment of patch with a straight edge or string line.
5. **STRIPPING AND CLEARING (where applicable):**
 - A. The area within the limits of construction shall be cleared of trees, logs, stumps, brush, vegetation, rubbish, and other objectionable and/or organic matter. Properly protect any landscaping in the area.
 - B. Remove any top layers of soil which consist appreciably of organic matter, grass, and root matting. The top of the exposed soil is being referred to as "cleared surface."
 - C. All tree stumps and logs shall be removed entirely.

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

- D. Spoiled material, timber, logs, stumps, roots, brush, rubbish, and organic matter not usable as a topsoil dressing becomes the property and responsibility of the awardee and must be removed from the site immediately. All excess existing soil and organic matter usable for top dressing must remain the property of SBBC and must be left neatly stockpiled in an area as directed by the PPO Supervisor assigned, or will be removed from the site by the awardee at the option of the PPO Supervisor assigned.
6. Remove any existing asphalt that may be requested by the work order to modify work when necessary.

BID SPECIFICATION 2

CONDITIONS AND REQUIREMENTS:

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

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

8. Anchor by drilling holes through pavement and driving two no. 5 loose fitting reinforcing bars through bumper and drilled holes. Reinforcing bars must comply with ASTM A615 Grade 60, 18" long and driven flush with top of wheel bumpers.

9. INSTALLATION:

- A. Sub-grade preparation shall consist of bringing the bottom of excavations between the outer limits of the paving or base course to a surface conforming to the grades, lines, and cross section shown on PPO-supplied drawings, ready to receive the limerock base course. The sub-grade shall be compacted to 100% of the minimum density obtainable under AASHTO T-99-C. Stockpile excess materials on site, as directed by the PPO Supervisor assigned.
- B. Base course material must be spread uniformly, scarify and then shape to produce the required grades and cross section after compaction.
- (1) Install base course using Miami Oolite lime rock, 60% lime content.
 - (2) Base shall be rough graded, rolled, finished graded and then water bound and rolled until thoroughly bonded unyielding and a compact base is obtained.
 - (3) Thickness on SBBC property must be 6" after compaction. Thickness on public right-of-way is 8" or as required by local codes, 4" thick base may only be used under all pedestrian walks.
 - (4) Base course shall be compacted to 98% maximum density obtainable under AASHTO T-180, latest edition.
 - (5) Grade irregularities greater than 1/3" in 15 square feet in area shall be corrected.
- C. Prime coat shall be cut-back asphalt, Grades MC-30, MC-70 or MC-250. Apply prime coat after base course has been completely cured and dry, before applying any bituminous material. All loose material, dust, dirt and foreign material, which might prevent proper bond with the existing surface must be removed. The rate of application must not be less than 1 gallon per 10 square yards.
- D. Tack coat shall be emulsified asphalt, Grades SS-1, SS-1h, CSS-1, CSS-1h or RS-1. Apply a tack coat if the primed base has become excessively dirty and cannot be cleaned, or in areas where the prime coat has cured and lost all bonding effect. Tack coat shall be applied at rate of 1 gallon per 10 square yards. When weather conditions delay installation of wearing surface, seal the surface with emulsified asphalt at rate of 2 gallons per 10 square yards.
- E. The thickness of the wearing surface shall be 1-1/2" shall be laid only when the surface is dry and when weather conditions are suitable.
- (1) Wearing surface shall be composed of asphaltic concrete, Type III, conforming to the FDOT Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise specified in approved architectural plans.
 - (2) Mixture shall be spread by an approved mechanical spreader.
 - (3) Spreading by hand is approved only in areas where it is impracticable to use mechanical equipment.
 - (4) Compacting moisture shall be done by rolling with the following equipment and sequence: a) seal rolling, using tandem steel rollers weighing between 5-12 tons, and following as close behind the spreaders as possible, and b) final rolling shall be done with 5-12-ton tandem steel rollers. This rolling shall be continued until all roller marks have been eliminated.
 - (5) All open edges must be trimmed, straight and even.
 - (6) The finished surface must not vary more than 1/4" over 15 square feet in area and provide for the free drainage of water. Areas that pocket water to a depth of more than 1/16" must be reworked.
- F. Compaction tests and other testing, as required by the PPO Supervisor assigned, must be under the direction of a professional engineer or testing laboratory, registered and licensed in the State of Florida.

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

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

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

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 3

SURFACE PAINTING APPLICATIONS:

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

BID SPECIFICATION 4

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

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 4

2. **GENERAL REQUIREMENTS:**

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

3. **PERFORMANCE REQUIREMENTS:**

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

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

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

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

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 4

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

BID SPECIFICATION 5

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

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 6

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

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

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

BID SPECIFICATION 7

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

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 7

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

SECTION 6, BID SPECIFICATIONS (Continued)
BID SPECIFICATION 7

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

BID SPECIFICATION 8

Not Used

BID SPECIFICATION 9

Not Used

SECTION 6, BID SPECIFICATIONS (Continued)

BID SPECIFICATION 10

1. **SCOPE:** Awardees shall furnish all labor, materials, equipment, and supervision per General Bid Specification 1 for the proper completion of the specified playground surfaces.
2. **PLAYGROUND SURFACE SYSTEM:** Awardees must provide a polyurethane-based, pour-in-place system complete with primer, base and wearing surface for playground synthetic surfaces. Awardee is to submit manufacturer's literature, specifications, installation, maintenance instructions, warranty information as well as provide samples of each of the specified surfaces with a minimum size of 3 square inches.
3. **QUALITY ASSURANCE:** Awardees must have a minimum of 5 years' experience in the installation and maintenance of synthetic playground systems.
4. **MATERIAL HANDLING AND STORAGE:** Awardees must store materials under provisions of manufacturer's instruction and protect products from extremes of weather, temperature, moisture, and other damage. Deliver materials to site in manufacturer's original sealed containers with proper labels attached.
5. **GUARANTEE:** Awardees must provide a guarantee against defects in the materials and workmanship for a period of three years from the date of final acceptance, in addition to the provisions indicated in General Bid Specification 12.
6. **REFERENCE PRODUCTS:** Child Safe Products, Inc. and Saf Dek are examples of manufacturers/installers that are provided for reference only. The products and installation techniques used by these manufacturers/installers are indicative of the requirements of this bid item.
7. **MATERIALS:**
 - A. Polyurethane-based primers specifically formulated to be compatible with the base and playground surfacing materials
 - B. 100% polyurethane binding agent of MDI-based binder with not more than 2% TDI added.
 - C. Black, recycled SBR particles), processed 3/8" sieve, containing less than 4% dust.
 - D. EPDM granules, peroxide cured. Ensure a minimum EPDM content of 20%, UV-stabilized and full color, processed and chopped to a size of 0.5-3mm.
8. **INSPECTION OF PRE-EXISTING BASE:** Awardee shall inspect the pre-existing base for soundness and conformity to specification required for proper installation of synthetic material and for proper drainage. If the base is found to be inadequate for the installation of the synthetic material the installer shall not proceed. Awardee shall inform the PPO Supervisor assigned of the problems found who will make the necessary corrections.
9. **INSTALLATION:**
 - A. Protect edges adjacent to buildings, sidewalks and curbs not to be coated by masking with tape or otherwise protected. Maintain protection for duration of project.
 - B. When required, apply primer using a 3/8" nap roller at a rate of 300 square feet per gallon, priming all vertical interfaces of curbs.
 - C. SBR Base Layer
 - (1) Mix binder and SBR in a suitable paddle type mixer for 1-2 minutes or until rubber particle is encapsulated. The mixture composition for the SBR base layer shall be as follows:

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

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

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

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

10. **RESURFACING:**

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

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

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

BID SPECIFICATION 11

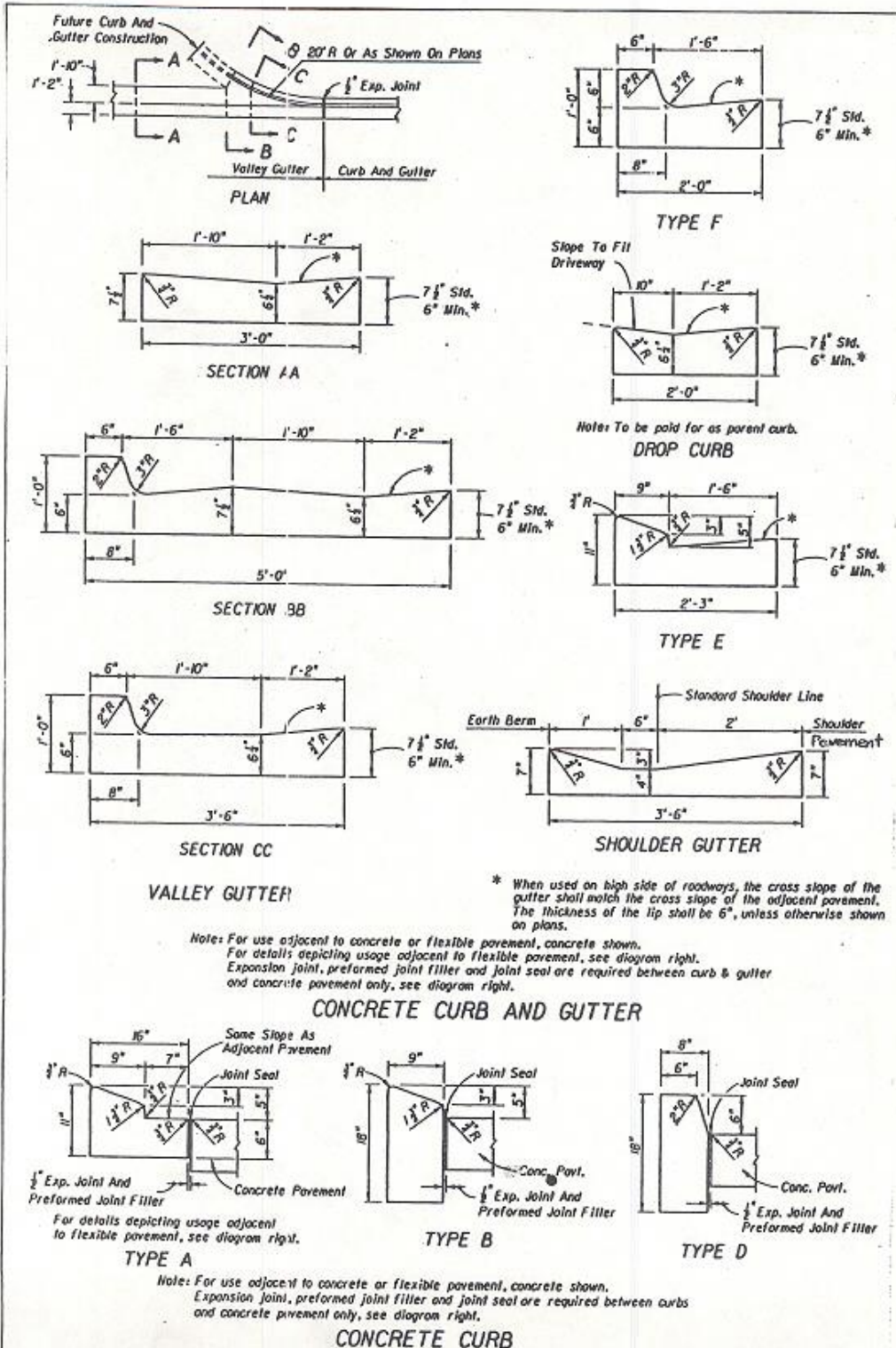
- 1. All concrete work must be inspected by an SBBC Building Code Inspector (BCI). Awardee shall correct any work that fails to conform to the requirements of the contract, does not meet the standards of the BCI and/or the PPO Supervisor assigned during the progress of the work.
- 2. All work to be installed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

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

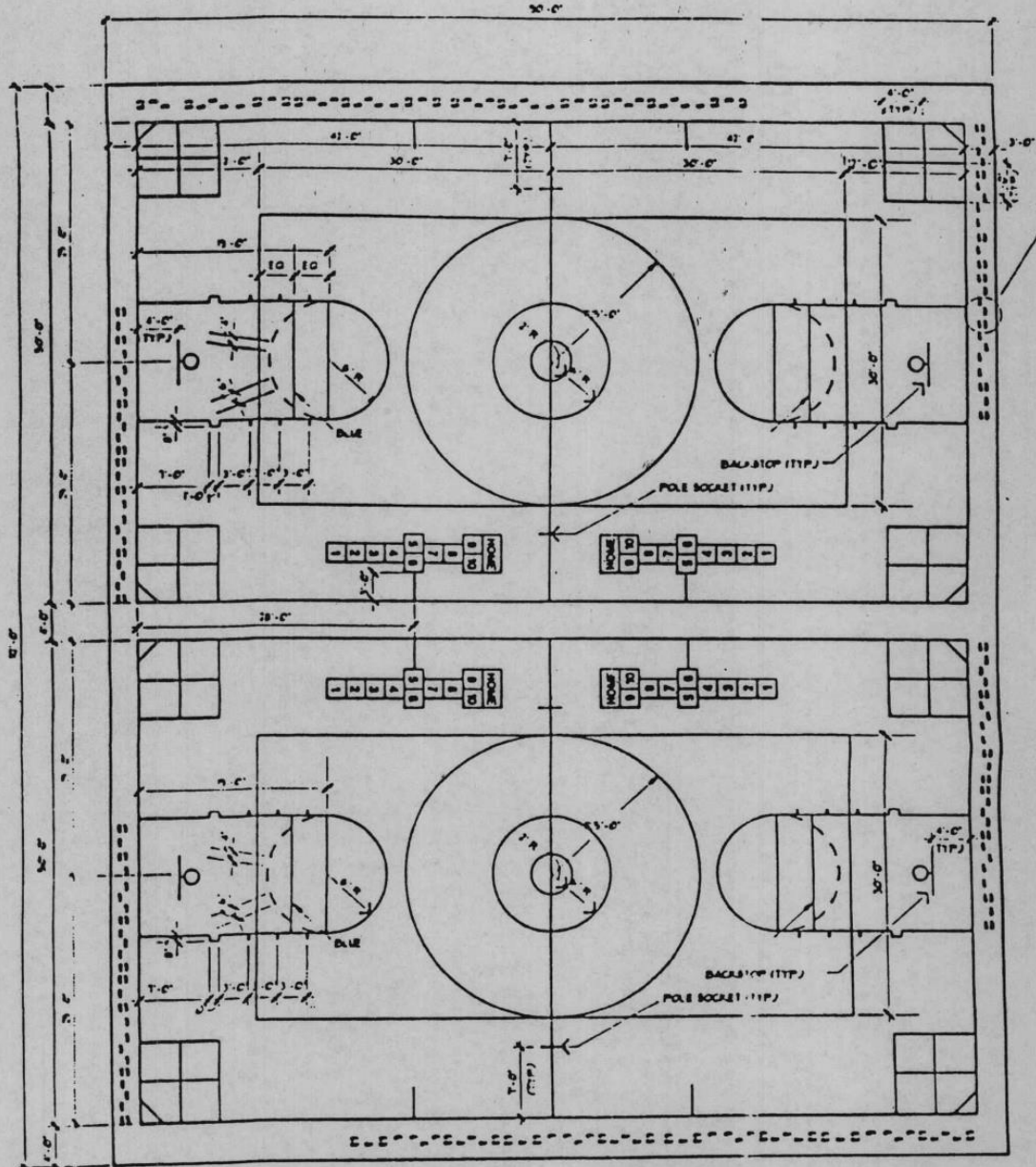
5. Awardee is responsible for contacting and verifying the location of all overhead and underground utilities per General Bid Specification 7A-D, above.
6. Awardee is responsible for correcting and/or replacing any water lines, sanitary lines, sprinkler systems, electrical lines, existing curbing, sidewalks,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

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

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



PAGE 1

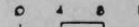


NOTE: ALL LINES 2" WIDE

COLOR SELECTIONS
 BASKETBALL - YELLOW
 ALL OTHERS - WHITE

NOTE: USE GREEN TILE PLANT SEALER ALL LINES 2" WIDE
 BASKETBALL - YELLOW, ALL OTHERS - WHITE.

INTERMEDIATE COURT



1/8" = 1'-0"

107/G1850-10

PAGE 2

VOLLEYBALL GROUND SLEEVES
 4" REQUIRED BY JATIRO 05-350
 (INCLUDES BOTH SLEEVES AND STANDARDS)
 GATE STANDARDS ARE 2 3/8" O.D. GALVANIZED STEEL
 INSIDE DIAMETER OF GROUND SLEEVES IS 2.469 ± 10 / 1000

ORIGINAL ISSUE DATE:
 12 - 16 - 91

NO. DATE BY DESCRIPTION

NO. DATE BY DESCRIPTION

SEAL

TITLE	NAME	INITIALS
PROJECT MANAGER		
SURVEYOR	LAYNE	
EDITOR	HANEY	

DESIGNER	DRAWN
HANLEY	VARAB

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

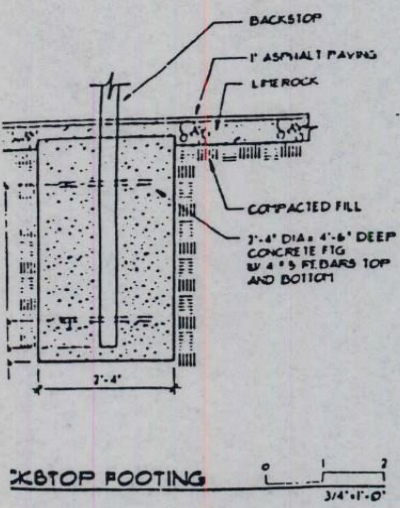
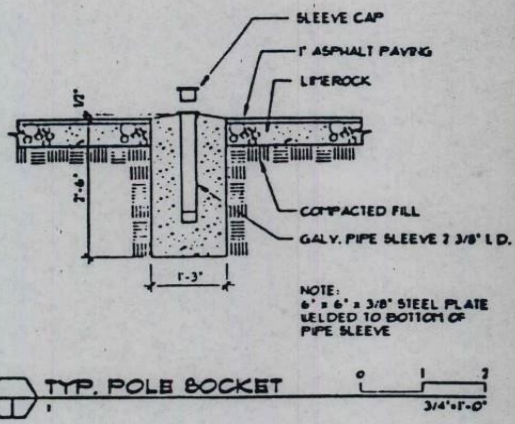
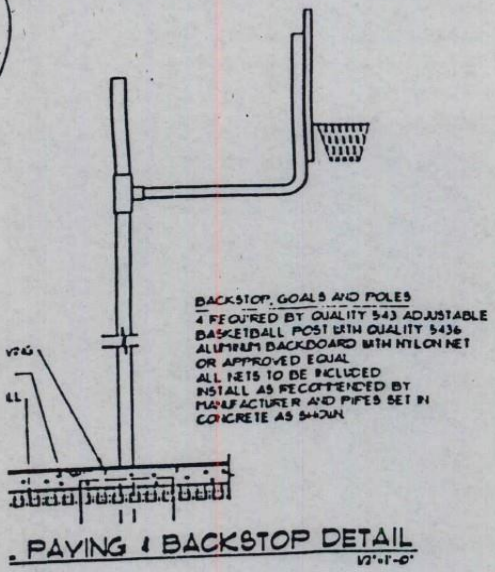
FACILITY
 VARIOUS

PROJECT NAME
**TYP. INTERMEDIATE
 PLAYCOURT**

PROJECT No.
 -

SHEET TITLE
**INTERMEDIATE
 PLAYCOURT**

ARCHITECTURAL



SECTION 7, ATTACHMENT 1
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR
CONTRACTUAL RELATIONSHIP

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

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

Check one of the following and sign:

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

Signature

Company Name

03/28/13

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

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is

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

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

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

(Signature)

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

Personally Known _____

OR Produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

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

SECTION 7, ATTACHMENT 3

INSURANCE REQUIREMENTS

MINIMUM LIMITS OF INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 7, ATTACHMENT 4

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
	- -
Employer identification number	
-	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

Also see Special rules for partnerships on page 1.

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

Updating Your Information

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

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

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

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

Exemptions

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

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

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

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

- 1—An organization exempt from tax under section 501(a), 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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a 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(a) 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)(i)
- 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. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requestor. 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 requestor 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 requestor.

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 requestor, 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.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ⁴
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 ⁴
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

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

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

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

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

*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 1-800-829-4050.

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

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

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

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

Privacy Act Notice

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



The School Board of Broward County, Florida
ACH Payment Agreement Form (ACH CREDITS)
(See General Condition 10)

VENDOR NAME:

Authorization Agreement

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

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

This agreement 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: _____

Account No: _____
Checking Savings

VENDOR AREA:
Remittance Confirmation: (please select one) _____
Fax Email

Federal Identification No. Vendor _____
TAX ID# SS#

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature (Primary) and Business title: _____ Date: _____

Authorized Signature (Joint) and Business title: _____ Date: _____

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

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: _____

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

Comments:

Signature: _____ Date: _____

**EXHIBIT A1
 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)
 PARTICIPATION FORM**

Bidder's (Company) Name: _____

Complete the following information on the proposed M/WBE participation on this contract. Total percentage should not exceed 100%. If proposer is an M/WBE, proposer should be listed below. If proposer is not an M/WBE, percentage should not equal 100% unless the total work (100%) to be performed under this contract will be subcontracted to M/WBEs.

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

**FOR INFORMATION ON M/WBE CERTIFIED VENDORS, PLEASE CONTACT THE
 SUPPLIER DIVERSITY & OUTREACH PROGRAM OFFICE (754) 321-0550, OR ONLINE AT
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.htm>**

Exhibit A2

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 VENDORS
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: _____

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.

Organization Name	ITB Number
Name(s) and Title(s) of Authorized Representative(s)	
Signature(s)	Date

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 voluntary 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.