



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

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6/12/2017

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: 17-162F Supply, Install, and Repair Aluminum and Chain Link Fencing**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Supply, Install, and Repair Aluminum and Chain Link Fencing**. 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 ashelton@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>.

- **NON-MANDATORY BIDDERS' CONFERENCE**

A Bidders' Conference will be held on 6/20/2017, beginning at **11 AM** Eastern Time (ET), in the Technology and Support Services Center, Procurement and Warehousing Services, **Suite 323**, 7720 West Oakland Park Boulevard, Sunrise, Florida 33351-6704. Representatives from all interested companies are encouraged to attend.

- **SECTION 2, SUBMITTAL REQUIREMENTS**

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

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in excel. 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, update the excel spreadsheet. 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 ashelton@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.

Al Shelton
The School Board of Broward County, Florida

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Attachment A – Approved Fence & Gate Details

Attachment B – Master Permits

Attachment C – Chain Link Backstop

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/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

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

An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 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 July 24, 2017 @ 3PM, 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/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 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 designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

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

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

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

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

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

SECTION 4, SPECIAL CONDITIONS

1. INTRODUCTION AND SCOPE:

The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires bids on Supply, Install, and Repair Aluminum and Chain Link Fencing as specified herein. The scope of requirements includes, but is not limited to, Supply, Install, and Repair Aluminum and Chain Link Fencing. Prices quoted shall include inside delivery to various schools, departments and centers within Broward County, Florida, at the direction of the Physical Plant Operations (PPO) Custodial/Grounds Department, 3897 NW 10 Avenue, Fort Lauderdale, FL 33309, unless otherwise indicated. The Awardee(s) shall receive individual Purchase Orders specifying the name and ship to address of the various schools, departments and centers.

All bidders must be either a State of Florida-licensed general contractor or have an appropriate Florida Miami-Dade, Broward, or Palm Beach county-issued Certificate of Competency as a Specialty Builder—Fence Erection. Bidders must submit a copy of their license or Certificate of Competency with the bid or upon request prior to evaluation.

1 hard-copy bid(s) must be sent with the bid; one identical electronic version of the bid, in PDF Format on a flash drive with exception to the Bid Summary Spreadsheet, which must be both in the original PDF file as well as a separate attachment in an Excel (.xls) format, should be submitted in time for bid opening.

2. TERM:

The award of this bid shall establish a contract for the period **beginning 10/27/2017 and continuing through 10/30/2020**. Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract shall be reduced to one year.

3. AWARD:

In order to meet the needs of SBBC, each **GROUP**, as indicated on the Bid Summary Sheet, shall be awarded up to the three lowest responsive and responsible Bidders meeting specifications, terms and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second and third lowest Bidders if: a) the lowest Awardee cannot comply with delivery requirements or specifications; b) the lowest Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) or if it is in the best interest of SBBC. When a bid has both a primary and alternate Awardee, and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the alternate Awardee for the same or lower unit prices as those submitted by the primary Awardee.

If SBBC chooses to award alternate awardees, SBBC reserves the right to procure the supply, installation and repair of chain link fencing from more than one awardee simultaneously or designate a subset of projects to a particular awardee for the orderly, secure, safe maintenance and smooth operation of District facilities at the prerogative as the PPO Supervisor assigned deems appropriate.

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

- 4. INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Al Shelton, **Procurement and Warehousing Services, 754-321-0520 or e-mail at ashelton@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 Al Shelton, 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.

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 3 year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 14 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.
7. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.
8. **FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
9. **BIDDING PREFERENCE LAWS:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
10. **INSPECTION OF FACILITIES:** In order to be considered for award, vendors shall have adequate local stock to supply the requirements of this bid at time of bid opening. Therefore, SBBC reserves the right, prior to recommending this bid for award, to inspect Bidder's facilities to determine if, in the opinion of SBBC's representative, the Bidder's local stock is adequate to meet the requirements of this bid. Adequacy of local stock shall be a determining factor in award to assure SBBC the delivery of items specified within [Click or tap here to enter text](#) days after receipt of an order. If, in the opinion of SBBC's representative, it is determined that local stock is not adequate to meet the requirements of this bid, based upon an inspection of Bidder's facilities, a recommendation shall be made to reject the bid(s) of those vendors not meeting this requirement.
11. **INSTALLATION:** It shall be the responsibility of the Awardee(s) to include on-site delivery, assembly and to assure satisfactory operation of all features. Equipment specified shall be assembled, adjusted, operationally tested and ready for use at time of delivery.
12. **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 SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **District Maintenance, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309**, unless otherwise indicated.
 - A. Material release number OR the control number issued by PPO Custodial/Grounds Department.
 - B. Purchase Order number. If the awardee is an SBBC-certified M/WBE vendor, please include your certification number with your invoice for timely invoice processing.
 - C. Complete description of the items
 - D. Itemized list prices
 - E. Total dollar amount will be net
 - F. Copy of signed and approved UBCI inspection from the SBBC Building Department, if required.
 - G. If the awardee has the capability to receive electronic payments, reimbursement may be processed using ACH or the District's procurement card to secure immediate payment of approved services.

- 13. PERFORMANCE AND PAYMENT BOND:** Performance and Payment Bonds are a requirement of any award resulting from this bid. Any Bidder awarded any item shall be required to execute a Performance and Payment Bond in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. Performance and payment bond must be forwarded to the Procurement & Warehousing Services Department within 15 business days of notification of award of this contract. If this bond is not received, said bid will be subject to cancellation.
- 14. CHANGES IN THE WORK:** SBBC may order extra work or make changes by altering, adding to or deducting from the any project with the contract sum being adjusted accordingly without invalidating the contract. Any modified project 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.
- 15. CORRECTION OF WORK:** Awardee shall re-execute any work that fails to conform to the requirements of the bid and that appears during the progress of job. PPO staff will inspect and approve job progress as needed.
- 16. PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 17. 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 shall be extended to SBBC.
- 18. PROTECTION OF PROPERTY:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless such is caused by the SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
- 19. 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.
- 20. WARRANTY:** Awardee may or may not include manufacturer's warranty; however, it shall be the responsibility of the Awardee(s) to warrant labor and materials for all new purchases for **one year "on-site"** after date of delivery, installation, and acceptance at no additional charge to SBBC. **Failure to furnish full one-year warranty as specified shall result in disqualification of bid submitted.**
- 21. NO SUBCONTRACTING:** Awardee MAY NOT subcontract the supply, installation, or repair of fencing.
- 22. W-9 FORMS:** All Bidders are required to complete a W-9 form; it can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> , and submit with their bid.

23. ITB TIMELINE:

- | | |
|---|-----------|
| a. Release of ITB: | 6/12/2017 |
| b. Non-Mandatory Proposers Conference: ** | 6/20/2017 |
| c. Written Questions due on or before 5:00 p.m. ET
in Procurement & Warehouse Service Department: | 6/23/2017 |
| d. Proposals due on or before 2:00 p.m. ET
in Procurement & Warehousing Service Department:
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704 | 7/10/2017 |
| e. Posting of Recommendation : | 7/24/2017 |

** Not applicable for all bids.

If a Non-Mandatory Proposers Conference is scheduled it will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704

- 24. M/WBE UTILIZATION:** 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 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 at least 51% owned, operated and controlled by minorities or women. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprises in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Bid.
- 25. 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.
- 26. PRE-QUALIFICATION:** Please be advised that in order for bids for this project to be accepted by the School Board of Broward County, Florida the bidder must be Pre-Qualified in accordance with 1013.46 F.S., State Requirements for Educational Facilities Ch. 4.1(1), and Board Policy 7003 at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened.
- 27. FORMS REQUIRED:** Service calls must be verified. Awardees' staff shall report to main office of the school, department or center prior to commencement of each service call. When repair work is completed at a SBBC site, it will be necessary for the Awardee(s) to complete a "Bleachers Maintenance and Repair Ticket". (See Sample in Section 7, Attachment 1). This form will be completed in its entirety and left with the designated facility representative. Failure to complete this form may result in non-payment of invoices.
- 28. MATERIALS:** A copy of the awardee(s) materials invoice will be supplied with the final invoice for each job when applicable

- 29. PARTNERS IN ENGAGEMENT:** In order to receive MWBE participation pricing incentive, at the time the bid is submitted, the bidder shall identify the MWBE firms that will be utilized, the type of work to be performed and the percentage of participation. Any participation by firms not certified by the School Board of Broward County (SBBC) at the time of BID submission will not count in the evaluation process for the award of pricing incentive in the Supplier Diversity and Outreach Program or this bid. A notarized letter on each company's letterhead by all Partners of the Engagement stating the percentage relationship towards this bid must be included in the bidder's response or no MWBE pricing incentive calculation will be awarded. The MWBE pricing incentive calculation is:

SBBC MWBE PARTICIPATION	INCENTIVE MULTIPLIER	EXAMPLE OF SCORE IF ORIGINAL PROPOSED TOTAL PRICE IS \$500,000
≥ 25%	90% or .9	\$ 450,000.00
≥ 23%	91% or .91	\$ 455,000.00
≥ 21%	92% or .92	\$ 460,000.00
≥ 19%	93% or .93	\$ 465,000.00
≥ 17%	94% or .94	\$ 470,000.00
≥ 15%	95% or .95	\$ 475,000.00
≥ 13%	96% or .96	\$ 480,000.00
≥ 11%	97% or .97	\$ 485,000.00
≥ 9%	98% or .98	\$ 490,000.00
≥ 7%	99% or .99	\$ 495,000.00
≥ 5%	100% or 1	\$ 500,000.00

In the event that Proposer/awardee intends to utilize any partners in this engagement, the following will apply:

- Awardee shall not employ any partners in engagement or subcontractor against whom SBBC may have a reasonable objection.
- Awardee shall not be required to employ any partners in engagement or subcontractor against whom contractor has a reasonable objection.
- Awardee shall be fully responsible for all acts and omissions of its partners in engagement or subcontractor and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Awardee is responsible for the acts and omissions of persons directly employed by it. Nothing in the BID shall create any contractual relationship between any partners in engagement or subcontractor and SBBC or any obligation on the part of SBBC to pay or to see the payment of any monies due any partners in engagement or subcontractor. SBBC may furnish to any partners in engagement or subcontractor evidence of amounts paid to Awardee on account of specific work performed.
- Awardee agrees to bind specifically every partner in engagement or subcontractor to the applicable terms and conditions of the BID for the benefit of SBBC.
- Awardee will not be entitled to subcontract, transfer or assign the performance obligations provided herein to any other party without the prior written consent of SBBC nor shall Awardee be allowed to assign any rights, including monies which may become due under the BID, without the prior written approval of SBBC.

- 30. 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:

- Awardee's failure to respond and schedule work requested within the scheduled parameters agreed upon by the awardee and the PPO Grounds Supervisor assigned.
- Awardee's use of service personnel that are not qualified to perform services specified by this subject contract.
- Awardee's use of personnel that fail to adhere to the Bid Specifications.
- Unsatisfactory and/or substandard product or installation or poor communication of awardee's personnel during scheduled work times.
- Unsatisfactory evaluation by designated SBBC representative monitoring awardee's staff performance when scheduled service work is performed.
- 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 awardee.

SECTION 5, BID SUMMARY SHEET

BID SUMMARY SHEET: Vendor **MUST** fill out the attached "Bid Summary Sheet" with the corresponding price per unit of measure as stated.

COMPANY REPRESENTATIVE: Vendor **MUST** fill out the attached "Bid Summary Sheet" with the contact information.

SECTION 6, BID SPECIFICATIONS

1. Awardee shall furnish all labor, materials and equipment necessary to complete all fence installation and/or repair work as specified herein.
2. Fencing materials shall be the first grade products of listed in Material Specifications, below. Materials shall be installed in compliance with the manufacturer's specifications and standards of the industry and approved for use by the PPO Department.
3. All 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. Work schedules will be assigned by the PPO Department after award of this contract. An awardee representative is required to attend a pre-job conference prior to the commencement of work at each project. The PPO Department 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.** All information specific to the project including completion schedules will be discussed at the conference. Failure to attend or to adhere to the specifics of the project discussed at this conference may result in the awardee being held in default of contract.
4. If the awardee fails to execute any project within the terms agreed upon at the job conference or follow the parameters directed in the "Notice To Proceed," the PPO Supervisor assigned reserves the right to cancel the project and purchase service and materials from the open market. Awardee must be aware of the consequences of non-delivery if the need arises requiring an open market purchase due to awardee failure under this contract. Please see General Conditions 22 and 55. In addition, the awardee's payment and performance bond will be forfeited in its entirety to SBBC.
5. 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. Estimates must be completed promptly and within 5 business days.

***** Note - some work will need to be completed during non-school hours (i.e. weekends, holidays, etc.) due to high traffic areas or other conditions.**
6. Each project must be completed as quickly as reasonably possible, not to exceed the number of calendar days set forth in the "Notice to Proceed." The start and completion dates for each project shall be noted on the "Notice To Proceed". 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." The awardee will sign and return the "Notice To Proceed" promptly and within 5 business days. SBBC reserves the right to enforce \$150.00 per calendar day penalty for liquidated damages to be paid to SBBC by the awardee or deducted from the final invoice. Liquidated damages, if enforced, will begin the day after the agreed upon completion date and continue until the project is substantially complete.

7. Awardee is responsible for contacting Sunshine State One Call of Florida at 811 or www.sunshine811.com, for member public utility locations and must repair any and all member public damaged utility or service lines damaged by their excavation immediately upon notice of such damage.
 - i. The work area may have existing utilities, such as irrigation, phone, electrical, sewer, water, and so on. The awardee is responsible for locating the underground utilities and not disturbing them during the course of their work.
 - ii. Repair, replace, and restore immediately all utility services or other facility which are disrupted due to awardees' activities and engage outside services in order to successfully complete repairs on a 24-hour basis until the interrupted services are restored.
 - iii. Provide and operate any supplemental temporary services to maintain uninterrupted services to the facility.
 - iv. All costs involved in the repairs and restoration of disrupted utility services shall be solely the awardees' and will be responsible for any claims made as a result of utility service disruption.
 - v. IRRIGATION - Prior to the start of construction, the awardee shall schedule with PPO personnel to activate all sprinkler systems in those areas where work is to be performed. Any leaks shall be corrected by PPO personnel. Upon completion of the project, the sprinkler systems shall again be activated again. Any leaks noted will be the responsibility of the awardee and must correct the deficiencies.
8. Awardee shall be responsible for the prompt removal of all 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.
9. Fencing materials MAY be purchased under this contract at the discretion of the PPO Department 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 awardee's cost-plus mark-up. Any remaining fencing materials, after project completion, become the property of SBBC. The PPO Department is under NO OBLIGATION to purchase materials under this contract if the fencing materials can be purchased on other SBBC contracts.

SECTION 6, SPECIFICATIONS 02830 (32 31 13)

CHAIN LINK FENCES AND GATES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Fence framework, fabric, and accessories.
- B. Excavation for post bases and concrete foundations for posts.
- C. Concrete anchorage for posts.

1.2 SECTION INCLUDES

- A. Section 01572-Construction Waste Management.

1.3 SUBMITTALS

- A. Shop Drawings: Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, and schedule of components.
- B. Product Data: Provide data on fabric, posts, accessories, fittings and hardware, and the following information:
 - 1. Recycled Content:
 - (a) Indicate recycled content; indicate percentage of pre-consumer and post-consumer recycled content per unit of product.
 - (b) Indicate relative dollar value of recycled content product to total dollar value of product included in project.
 - (c) If recycled content product is part of an assembly, indicate the percentage of recycled content product in the assembly by weight.
 - (d) If recycled content product is part of an assembly, indicate relative dollar value of recycled content product to total dollar value of assembly.
- C. Samples: Submit two samples of fence fabric, 12 inches x 12 inches in size illustrating construction and finish.
- D. Manufacturer's Installation Instructions: Indicate installation requirements, post foundation requirements.

1.4 QUALITY ASSURANCE

- A. References:
 - 1. ASTM A53-Standard Specification for Pipe, Steel, Black and Hot-Dipped Zinc Coated, Welded and Seamless.
 - 2. ASTM A123-Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products.
 - 3. ASTM A392-Standard Specification for Zinc Coated Steel Chain-Link Fence Fabric.
 - 4. ASTM A641-Zinc coated (Galvanized) Carbon Steel Wire.
 - 5. ASTM C94-Ready-mixed Concrete.
 - 6. ASTM F567-Standard Practice of Installation of Chain-Link Fence.
 - 7. ASTM F668-Poly (Vinyl Chloride) (PVC) and Other Organic Polymer-Coated Steel Chain Link Fence Fabric.
 - 8. ASTM F900 Standard Specification for Industrial & Commercial Swing gates.
 - 9. ASTM F1083-Standard Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.

- B. Manufacturer: Company specializing in commercial quality chain link fencing with minimum 3 years experience.
- C. Perform work complying with provisions of ASTM F567, and as specified in this section.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with the specified requirements, provide products by one of the following manufacturers:
 - 1. Stephens Pipe & Steel, LLC.
 - 2. Master-Halco.
 - 3. Merchants Metals a Division of MMI Products, Inc.
- B. Substitutions:
 - 1. Will be considered by the A/E and Owner when submitted per requirements of Division-0, Division-1, and Section 01630-Product Substitution Procedures.

2.2 MATERIALS

- A. All chain link fabric, posts, accessories, fittings, and hardware products shall contain recycled content.

2.3 CHAIN LINK FENCE

- A. Fabric:
 - 1. Wire: No. 9 gage (.148 inch diameter), 2-inch mesh galvanized fabric with knuckled selvages top and bottom.
 - (a) Wire at Site Perimeter Fences: No. 11 gage (.120 inch diameter), 2 inch galvanized mesh fabric with knuckled selvages top and bottom.
 - (b) Wire at Baseball Backstops: No. 6 gage (.192 inch diameter), 2 inch galvanized mesh fabric with knuckled selvages top and bottom.
 - 2. Galvanized Base Coating: Under provisions of ASTM A641.71a, 1.2 ounces/square foot.
 - 3. Fusion-Bonded Vinyl Coating: Where vinyl coated fencing is specified or indicated on the Drawings it shall be fusion-bonded type, comply with ASTM F668, Standard Industrial, Class 2B, with thickness of vinyl coating between 0.006 and 0.010 inches. Core wire to be 6 or 9 gage galvanized in accordance with ASTM A641. Color: Black
 - (a) Fence System Color: When vinyl coated fabric is used, the remainder of the fence system (such as posts, rails, braces, frames, wires, caps, gates, gate hardware, accessories, etc.) shall receive polyester powder coating, with the color to match the chain-link fabric.
- B. Bottom Tension Wire: 6 gage (.192 inch diameter), attached to fence fabric with hog rings at 24 inches on center. Tension wire and hog rings: Finish shall match fabric.
- C. Posts, top rails, braces, and gate frames: Schedule 40, type E or S, grade B galvanized pipe per ASTM A53, sizes as follows:
 - 1. Line Posts (maximum spacing 10 feet), End or Corner Posts (Braces to be provided at both) as listed in the table below:

Fence height	Line posts:	End or corner posts:
4 ft	2" nominal diameter (2 3/8" O.D.)	2½" nominal diameter (2 7/8" O.D.)
6 ft	2" nominal diameter (2 3/8" O.D.)	2½" nominal diameter (2 7/8" O.D.)
8 ft	3" nominal diameter (3 ½" O.D.)	3½" nominal diameter (4" O.D.)
10 ft	3½" nominal diameter (4" O.D.)	6" nominal diameter (6 5/8" O.D.)

12 ft	6" nominal diameter (6 5/8" O.D.)	6" nominal diameter (6 5/8" O.D.)
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2. Gate Posts: As scheduled below (see 2.2.E).
3. Top Rails: 1-1/4 inch nominal diameter (1-5/8 inch O.D. - 2.27 lbs/foot).
4. Mid Rails: 1-1/4 inch nominal diameter (1-5/8 inch O.D. - 2.27 lbs/foot).
5. Bottom Rails: 1-1/4 inch nominal diameter (1-5/8 inch O.D. - 2.27 lbs/foot).
6. Braces: 1-1/4 inch nominal diameter (1-5/8 inch O.D. - 2.27 lbs/foot).
7. Fences greater than 12 feet in height (and their foundations) shall be designed by a Florida Licensed Professional Engineer in accordance with the provisions of the Florida Building Code. Provide an Engineered Shop Drawing and/or supporting calculations.

- D. Gate Frames: ASTM F900, for fabrication only, use 1-1/2 inch nominal, 1-7/8 inch O.D. schedule 40 galvanized pipe with welded corner connections and welded diagonal 1-1/4 inch nominal diameter (1-5/8 inch O.D.) pipe bracing. Paint all welds with galvanic paint, 2 coats.

- E. Gate Posts for swing gates:

1. Use pipes of nominal sizes as listed on table below for each fence height and gate leaf width:

Fence height	Gate leaf width:	Gate post (Schedule 40, type E or S, grade B galvanized pipe - ASTM A53):
4 ft or 6 ft	up to 6ft wide (inclusive)	2½" nominal diameter (2 7/8" O.D.)
4 ft or 6 ft	over 6ft to 12ft wide (inclusive)	3" nominal diameter (3 1/2" O.D.)
4 ft or 6 ft	over 12ft to 18ft wide (inclusive)	3½" nominal diameter (4" O.D.)
8 ft	up to 12ft wide (inclusive)	3½" nominal diameter (4" O.D.)
8 ft	over 12ft to 18ft wide (inclusive)	6" nominal diameter (6 5/8" O.D.)
10ft or 12ft	up to 18ft wide (inclusive)	6" nominal diameter (6 5/8" O.D.)

- F. Fabric Connections:

1. Securely fasten fabric to all terminal posts with 3/16 inch x 5/8-inch tension bars and beveled edge 11-gage tension bands.
2. Number of tension bands: One band less than the height of the fabric in feet for each tension bar.
3. Fasten all fabric to intermediate posts with vinyl coated 9-gage galvanized wires not to exceed 12 inches apart. Fasten tie wire to fence fabric with 1-1/2 inch full turns minimum.
4. Tie fabric to top rail with 9-gage galvanized wire not to exceed 24 inches apart. Fasten tie wires to fabric with 1-1/2 inch full turns minimum.
5. Fasten bottom edge of fabric to bottom tension wire using hog rings at intervals not to exceed 24 inches on center.
6. Aluminum ties are not acceptable.

- G. Braces:

1. Securely fastened to posts by 11 gage pressed steel beveled bands and malleable fittings, then securely trussed from the line post to base of terminal post with a 3/8 inch truss rod and tightener.
2. Braces are required only in heights of 6 feet and higher.
3. Brace pipe: the same as top rail and installed midway between the top rail and the ground and extend from the terminal post to the first adjacent line post.
4. Truss bracing: Provided in panels adjoining all end, corner and gate posts.

- H. Intermediate Post Tops: Malleable iron with no points on top.

- I. Hinges: Malleable Iron, hot dipped galvanized:

1. Heavy 90 degrees Industrial Box Hinge, with 180 degree offset adaptor.

- J. Latches: Malleable Iron, hot dipped galvanized

1. Industrial Fork Latch combined with back latch attached.

- K. Gate Holdbacks w/ Duck Bill: One per each gate leaf.
- L. Fence and Gate Height: As shown on drawing. Gates to be same height as fence.

2.4 CONCRETE FOR POST SETTING: ASTM C94; normal Portland cement, 3,000 psi strength at 28 days, 4 inch slump. Concrete must be installed wet mixed and not dry

PART 3 EXECUTION

3.1 INSTALLATION

- A. Post Installation:
 - 1. Provide posts for fencing along lines indicated. Space posts evenly, maximum 10 feet on center, carefully aligned and plumb in every direction.
 - 2. Post Setting: Extend post to six inches from foundation bottom. Extend foundation to 2 inch below finish grade. Trowel crown and slope foundation away from post.
 - 3. Coordinate with Project Consultant concerning any obstacles or obstructions in line of fencing.
 - 4. At foundations that will be located under a concrete slab, provide sleeves for future fence foundations, if fence will be installed after the concrete slab.
- B. Adjust hardware for smooth operation and lubricate where necessary.
- C. Foundation Size
 - 1. Concrete foundation size for line or terminal posts shall comply with the following table based on fence height:

Fence height	footing dimensions (inches)	
	diameter	depth
4 ft or 6 ft	12	30
8 ft	18	36
10 ft	21	42
12 ft	24	42

Note: Fences greater than 12 feet in height (and their foundations) shall be designed by a Florida Licensed Professional Engineer in accordance with the provisions of the Florida Building Code. Provide an Engineered Shop Drawing and/or supporting calculations.

- 2. Concrete foundation size for gate posts shall comply with the following based on Gate Leaf width and maximum allowable height:

Fence height	Gate leaf widths	footing dimensions (inches)	
		diameter	depth
4 ft or 6ft	up to 6ft wide (inclusive)	12	30
4 ft or 6ft	over 6ft to 18ft wide (inclusive)	18	36
8 ft	up to 6ft wide (inclusive)	18	36
8 ft	over 6ft to 12ft wide (inclusive)	21	42
8 ft	over 12ft to 18ft wide (inclusive)	24	42
10 ft	up to 6ft wide (inclusive)	21	42
10 ft	over 6ft to 12ft wide (inclusive)	24	42
10 ft	over 12ft to 18ft wide (inclusive)	27	48
12 ft	up to 6ft wide (inclusive)	24	42
12 ft	over 6ft to 12ft wide (inclusive)	27	48
12 ft	over 12ft to 18ft wide (inclusive)	30	54

Note: A Florida Licensed Professional Engineer shall design gates, gate posts and their foundations with a leaf width and height outside these parameters. Design shall be in accordance with the provisions of the Florida Building Code. Provide and Engineered Shop Drawing and/or Supporting Calculations.

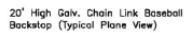
- D. Top and Bottom Rail:
 - 1. Provide continuous top rail through line posts.
 - 2. Rigidly connect top rail to all end, corner, and gate posts.
 - 3. Level site: Install top rail level. Varying ground slopes: Install top rail with continuous even gradient from corner to corner. Roller coaster installation: Not permitted.
 - 4. Provide bottom rail at bus barriers.
- E. Mid Rail:
 - 1. At 8 feet high and over fences provide mid rails.
- F. Chain Link Fabric:
 - 1. Install with fabric top flush to top rail with bottom of fabric 1 inch (+/- 1/2 inches) above finished grade.
 - 2. Stretch fabric tightly to eliminate sags and buckles.
 - 3. Refer to paragraph 2.2 above for fabric fastening.
- G. Gates:
 - 1. Fabricate and install gates to prevent sagging conditions.
 - 2. Install gates square, level, and plumb.
 - 3. Install ground-set items in concrete for anchorage.
 - 4. Permanently fasten hasp and staple combination for locking gates and hold open feature in place.
- H. Bottom Tension Wire
 - 1. Install bottom tension wire and mechanically tension for very tight installation.
 - 2. Use tension bands for attachment of tension wire to end and corner posts at each straight run of fence.

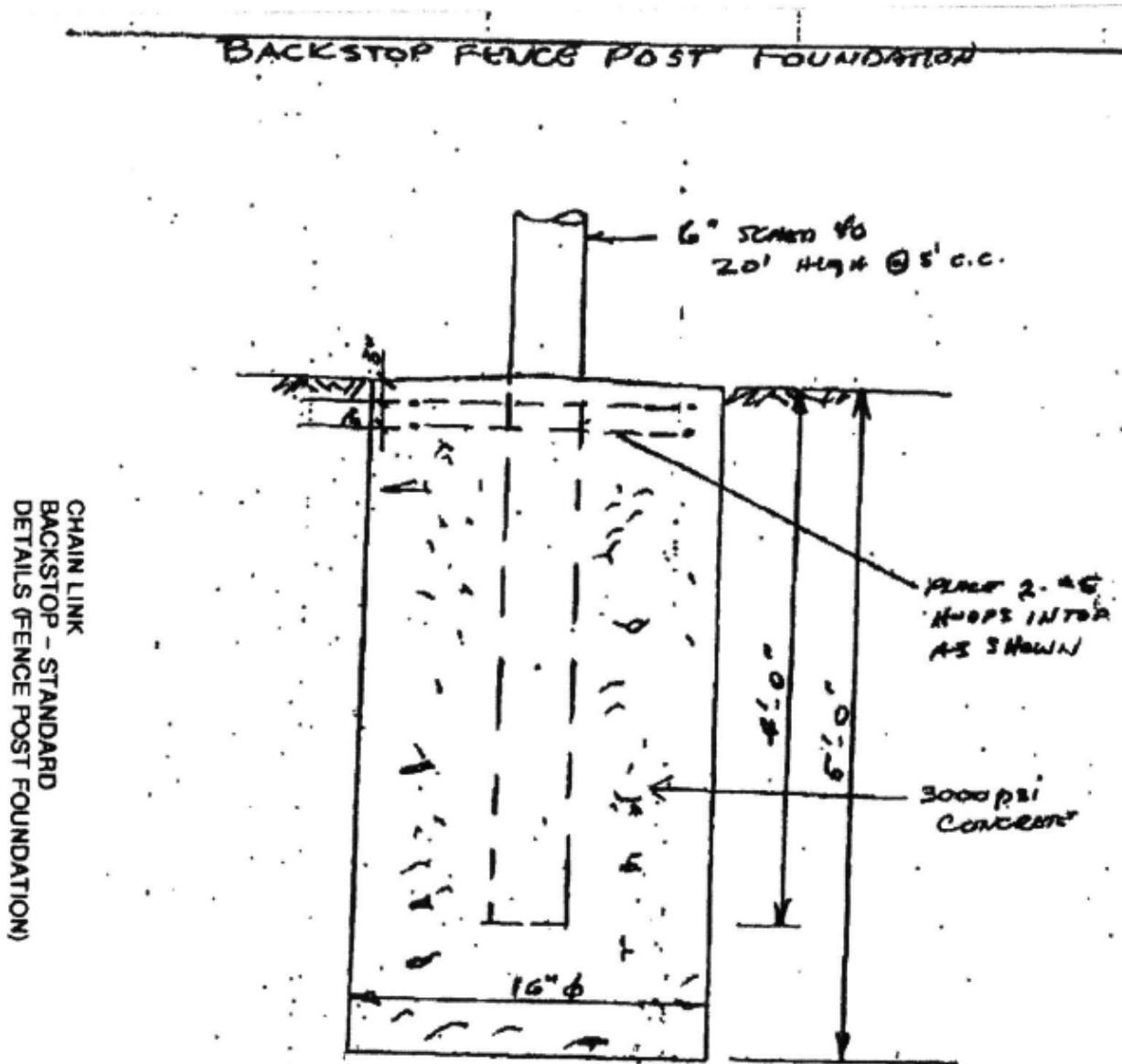
END OF SECTION

MATERIAL AND INSTALLATION SPECIFICATIONS

Please note that detailed drawings for materials and installation are being supplied in a separate .pdf document format, printable on size 11 x 17" paper. These must be downloaded separately from the bid document.

1. Specification S-1 illustrates details for galvanized chain link fence and gate.
2. The Specifications for vinyl-coated chain link fence are as follows:
 - a) Fusion-bonded vinyl coating when specified or indicated on the drawings must comply with ASTM F668, Standard Industrial, Class 2B, with thickness of vinyl coating between 0.006 and 0.010 inches. Core wire to be 6- or 9-gauge galvanized in accordance with ASTM A641. Colors may be either black, green or brown.
 - b) Fence System Color: When vinyl-coated fabric is used, the remainder of the fence system (such as posts, rails, braces, frames, wires, caps, gate, gate hardware, accessories, etc.) shall receive polyester powder coating, with the color to match the chain-link fabric, as noted above.
3. Specifications S-2 and S-3 illustrate the aluminum picket fence and gate.
4. Pages 22 – 23 illustrate the details for replacing 20' high black vinyl chain link fence backstops for baseball/softball fields.





SOIL CONDITION MUST BE FREE OF DEBRIS
OR DETERIORIOUS MATERIAL. ANY FILL OR
LOOSE CONDITION SHALL BE COMPACTED
TO 95% DENSITY AS PER MODIFIED PROCTOR.

** (For reference only – must meet current code requirements)

SECTION 7, FORMS AND ATTACHMENTS

SECTION 7, FORM 1 (SAMPLE FORM)

FENCING MAINTENANCE AND REPAIR TICKET

<u>EMPOYEE NAME(S)</u>	<u>DATE</u>	<u>WORK ORDER #</u>	<u>TIME IN / OUT</u>	<u>TOTAL HOURS</u>

DESCRIPTION OF WORK

DONE:

X _____

FACILITY REPRESENTATIVE SIGNATURE AND TITLE:

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 employee 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

**ATTACHMENT 2
DRUG FREE WORKPLACE**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

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

(Signature)
Sworn to and subscribed before me this _____ day of _____, 20____.
Personally known _____ or
Produced Identification _____
Notary Public – State of _____
My commission expires: _____

(Type of Identification)

Form #4530

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

ATTACHMENT 3

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

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 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

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

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

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

FAX CERTIFICATES OF INSURANCE TO SBBC RISK MANAGEMENT AT 866-897-0424.

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

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

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

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

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

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

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

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this contract.

ATTACHMENT 4

W-9 Form

Please retrieve the latest version of the W-9 form from the IRS website listed below:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

- This form can be filled out online and printed for signature. Only page one (1) needs to be returned



ATTACHMENT 5

ACH Payment Agreement Form (ACH CREDITS) The School Board of Broward County, Florida (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 Institute:

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: _____

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

Comments:

Signature: _____ Date: _____

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.: _____		

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.html>

Exhibit A2



The School Board of Broward County, Florida
Supplier Diversity & Outreach Program
7720 W. Oakland Park Blvd., Suite 323
Sunrise, FL 33351
(754) 321-0505 ~ Fax (754) 321-0534

Monthly M/WBE Subcontractor Utilization Report

The timing of the reports must coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE vendor.

Reporting Period From: _____ Reporting Period To: _____

This report is required by The School Board of Broward County, Florida. The prime vendor shall maintain the level of M/WBE utilization as established in the M/WBE Utilization Plan, agreement, or any subsequent amendments. The M/WBE Utilization Report shall include all Work under the contract agreement, including amendments, change orders, and work orders. Failure to comply with the M/WBE requirements of this contract agreement will be considered a material breach of contract agreement.

PRIME VENDOR INFORMATION

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

M/WBE VENDOR INFORMATION

NAME OF CERTIFIED M/WBE VENDOR	WORK DESCRIPTION	M/WBE CONTRACT AMOUNT	AMOUNT PAID TO VENDOR THIS REPORTING PERIOD	TOTAL AMOUNT PAID TO DATE	% OF TOTAL PAID TO CONTRACT AMOUNT

Company Official's Signature: _____ Date: _____
(Signature)

Printed Name: _____ Title: _____

Phone #: (_____) - _____ Email: _____

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 voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Bidder Info	
Company Name	
Company Representative	
Email Address	
Phone Number	
Fax Number	
Website Address	
Street Address	
City	
State	
Zip Code	
After Hours Contact	
M/WBE Certification*	
Agency Issuer*	
*Review General Condition 52 prior to completing	

Summary Sheet Instructions:
1.) This form is to be filled out electronically, no handwritten summary sheets will be
2.) All Fields in the Bidder Information box (above) should be filled in
Thank you for your cooperation!

SUPPLY, INSTALL AND REPAIR CHAIN LINK FENCING, per the Bid Specifications include top rail and all other hardware, posts, etc., not included below.

Group 1A - 4' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
A-1	Install up to 500'	3,000	Linear Feet	\$	-	-
A-2	Install greater than 500'	2,000	Linear Feet	\$	-	-
A-3	End post with hardware	150	Each	\$	-	-
A-4	Corner post with hardware	120	Each	\$	-	-
A-5	Bottom rail with hardware	100	Each	\$	-	-
A-6	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet	\$	-	-
A-7	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	120	Linear Feet	\$	-	-
A-8	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet	\$	-	-
A-9	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	60	Linear Feet	\$	-	-
A-10	Remove old fabric and reinstall new fabric	100	Linear Feet	\$	-	-
A-11	Install sliding gate	160	Linear Feet	\$	-	-
A-12	Install PVC plastic filler slats	200	Linear Feet	\$	-	-
Total					\$	-

Group 1A - 5' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
B-1	Install up to 500'	500	Linear Feet	\$	-	-
B-2	Install greater than 500'	800	Linear Feet	\$	-	-
B-3	End post with hardware	20	Each	\$	-	-
B-4	Corner post with hardware	15	Each	\$	-	-
B-5	Bottom rail with hardware	10	Each	\$	-	-
B-6	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	60	Linear Feet	\$	-	-
B-7	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	80	Linear Feet	\$	-	-
B-8	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet	\$	-	-
B-9	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet	\$	-	-
B-10	Remove old fabric and reinstall new fabric	50	Linear Feet	\$	-	-
B-11	Install sliding gate	50	Linear Feet	\$	-	-
B-12	Install PVC plastic filler slats	50	Linear Feet	\$	-	-
Total					\$	-



Group 1A - 6' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
C-1	Install up to 500'	10,000	Linear Feet	\$	-	-
C-2	Install greater than 500'	10,000	Linear Feet	\$	-	-
C-3	End post with hardware	400	Each	\$	-	-
C-4	Corner post with hardware	400	Each	\$	-	-
C-5	Middle Rail with Hardware	400	Each	\$	-	-
C-6	Middle Brace with Hardware	400	Each	\$	-	-
C-7	Bottom rail with hardware	100	Each	\$	-	-
C-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	500	Linear Feet	\$	-	-
C-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	500	Linear Feet	\$	-	-
C-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	500	Linear Feet	\$	-	-
C-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	400	Linear Feet	\$	-	-
C-12	Remove old fabric and reinstall new fabric on existing poles and gate and to include hinge post	2,000	Linear Feet	\$	-	-
C-13	Install temporary fence (minimum of 11 gage wire) with windscreen, necessary gates, and no top rail. Gate and terminal posts to be set in concrete, and line posts driven into the ground	5,000	Linear Feet	\$	-	-
C-14	Install sliding gate	200	Linear Feet	\$	-	-
C-15	Install PVC plastic filler slats	500	Linear Feet	\$	-	-
				Total	\$	-

Group 1A - 8' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
D-1	Install up to 500'	1,000	Linear Feet	\$	-	-
D-2	Install greater than 500'	2,000	Linear Feet	\$	-	-
D-3	End post with hardware	40	Each	\$	-	-
D-4	Corner post with hardware	40	Each	\$	-	-
D-5	Middle Rail with Hardware	300	Each	\$	-	-
D-6	Middle Brace with Hardware	300	Each	\$	-	-
D-7	Bottom rail with hardware	120	Each	\$	-	-
D-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	240	Linear Feet	\$	-	-
D-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet	\$	-	-
D-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet	\$	-	-
D-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet	\$	-	-
D-12	Remove old fabric and reinstall new fabric on existing poles and gate and to include hinge post	250	Linear Feet	\$	-	-
D-13	Install temporary fence (minimum of 11 gage wire) with windscreen, necessary gates, and no top rail. Gate and terminal posts to be set in concrete, and line posts driven into the ground	200	Linear Feet	\$	-	-
D-14	Install sliding gate	100	Linear Feet	\$	-	-
D-15	Install PVC plastic filler slats	300	Linear Feet	\$	-	-
				Total	\$	-

Group 1A - 10' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
E-1	Install up to 500'	2,000	Linear Feet		\$	-
E-2	Install greater than 500'	1,600	Linear Feet		\$	-
E-3	End post with hardware	50	Each		\$	-
E-4	Corner post with hardware	50	Each		\$	-
E-5	Middle Rail with Hardware	360	Each		\$	-
E-6	Middle Brace with Hardware	360	Each		\$	-
E-7	Bottom rail with hardware	360	Each		\$	-
E-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	240	Linear Feet		\$	-
E-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet		\$	-
E-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet		\$	-
E-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet		\$	-
E-12	Remove old fabric and reinstall new fabric on existing poles and gate and to include hinge post	200	Linear Feet		\$	-
E-13	Install sliding gate	50	Linear Feet		\$	-
E-14	Install PVC plastic filler slats	300	Linear Feet		\$	-
Total					\$	-

Group 1A - 12' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
F-1	Install up to 500'	1,000	Linear Feet		\$	-
F-2	Install greater than 500'	1,000	Linear Feet		\$	-
F-3	End post with hardware	60	Each		\$	-
F-4	Corner post with hardware	40	Each		\$	-
F-5	Middle Rail with Hardware	200	Each		\$	-
F-6	Middle Brace with Hardware	200	Each		\$	-
F-7	Bottom rail with hardware	200	Each		\$	-
F-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	160	Linear Feet		\$	-
F-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet		\$	-
F-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet		\$	-
F-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	160	Linear Feet		\$	-
F-12	Remove old fabric and reinstall new fabric on existing poles and gate	150	Linear Feet		\$	-
F-13	Remove fabric and posts and place on new poles	200	Linear Feet		\$	-
F-14	Remove gate and reinstall on new posts	40	Linear Feet		\$	-
F-15	Install sliding gate	100	Linear Feet		\$	-
Total					\$	-

SUPPLY, INSTALL AND REPAIR CHAIN LINK FENCING, per the Bid Specifications include top rail and all other hardware, posts, etc., not included below.

Group 1B - 4' high Chain Link Fence and Gate, Galvanized Frame with Vinyl Fabric

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
A-1	Install up to 500'	3,000	Linear Feet	\$	-	
A-2	Install greater than 500'	1,500	Linear Feet	\$	-	
A-3	End post with hardware	50	Each	\$	-	
A-4	Corner post with hardware	50	Each	\$	-	
A-5	Bottom rail with hardware	100	Each	\$	-	
A-6	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	120	Linear Feet	\$	-	
A-7	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet	\$	-	
A-8	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet	\$	-	
A-9	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	120	Linear Feet	\$	-	
A-10	Remove old fabric and reinstall new fabric on existing poles and gate	100	Linear Feet	\$	-	
A-11	Install sliding gate	100	Linear Feet	\$	-	
A-12	Install PVC plastic filler slats	200	Linear Feet	\$	-	
Total					\$	-

Group 1B - 5' high Chain Link Fence and Gate, Galvanized Frame with Vinyl Fabric

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
B-1	Install up to 500'	200	Linear Feet	\$	-	
B-2	Install greater than 500'	500	Linear Feet	\$	-	
B-3	End post with hardware	25	Each	\$	-	
B-4	Corner post with hardware	25	Each	\$	-	
B-5	Bottom rail with hardware	10	Each	\$	-	
B-6	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	30	Linear Feet	\$	-	
B-7	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet	\$	-	
B-8	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	40	Linear Feet	\$	-	
B-9	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet	\$	-	
B-10	Remove old fabric and reinstall new fabric on existing poles and gate	100	Linear Feet	\$	-	
B-11	Install sliding gate	50	Linear Feet	\$	-	
B-12	Install PVC plastic filler slats	50	Linear Feet	\$	-	
Total					\$	-

Group 1B - 6' high Chain Link Fence and Gate, Galvanized Frame with Vinyl Fabric

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
C-1	Install up to 500'	5,000	Linear Feet	\$	-	-
C-2	Install greater than 500'	5,000	Linear Feet	\$	-	-
C-3	End post with hardware	100	Each	\$	-	-
C-4	Corner post with hardware	100	Each	\$	-	-
C-5	Middle Rail with Hardware	50	Each	\$	-	-
C-6	Middle Brace with Hardware	50	Each	\$	-	-
C-7	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	500	Linear Feet	\$	-	-
C-8	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	500	Linear Feet	\$	-	-
C-9	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	500	Linear Feet	\$	-	-
C-10	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet	\$	-	-
C-11	Remove old fabric and reinstall new fabric on existing poles and gate and to include hinge post	1,000	Linear Feet	\$	-	-
C-12	Install sliding gate	200	Linear Feet	\$	-	-
C-13	Install PVC plastic filler slats	500	Linear Feet	\$	-	-
Total					\$	-

Group 1B - 8' high Chain Link Fence and Gate, Galvanized Frame with Vinyl Fabric

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
D-1	Install up to 500'	2,000	Linear Feet	\$	-	-
D-2	Install greater than 500'	2,000	Linear Feet	\$	-	-
D-3	End post with hardware	60	Each	\$	-	-
D-4	Corner post with hardware	60	Each	\$	-	-
D-5	Middle Rail with Hardware	400	Each	\$	-	-
D-6	Middle Brace with Hardware	400	Each	\$	-	-
D-7	Bottom rail with hardware	400	Each	\$	-	-
D-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	180	Linear Feet	\$	-	-
D-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	180	Linear Feet	\$	-	-
D-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	120	Linear Feet	\$	-	-
D-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet	\$	-	-
D-12	Remove old fabric and reinstall new fabric on existing poles and gate and to include hinge post	500	Linear Feet	\$	-	-
D-13	Install sliding gate	80	Linear Feet	\$	-	-
D-14	Install PVC plastic filler slats	200	Linear Feet	\$	-	-
Total					\$	-

Group 1B - 10' high Chain Link Fence and Gate, Galvanized Frame with Vinyl Fabric

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
E-1	Install up to 500'	2,000	Linear Feet	\$	-	-
E-2	Install greater than 500'	1,200	Linear Feet	\$	-	-
E-3	End post with hardware	60	Each	\$	-	-
E-4	Corner post with hardware	60	Each	\$	-	-
E-5	Middle Rail with Hardware	320	Each	\$	-	-
E-6	Middle Brace with Hardware	320	Each	\$	-	-
E-7	Bottom rail with hardware	120	Each	\$	-	-
E-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	240	Linear Feet	\$	-	-
E-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet	\$	-	-
E-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet	\$	-	-
E-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet	\$	-	-
E-12	Remove old fabric and reinstall new fabric on existing poles and gate and to include hinge post	100	Linear Feet	\$	-	-
E-13	Install sliding gate	50	Linear Feet	\$	-	-
E-14	Install PVC plastic filler slats	100	Linear Feet	\$	-	-
Total					\$	-

Group 1B - 12' high Chain Link Fence and Gate, Galvanized Frame with Vinyl Fabric

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
F-1	Install up to 500'	2,000	Linear Feet	\$	-	-
F-2	Install greater than 500'	1,200	Linear Feet	\$	-	-
F-3	End post with hardware	60	Each	\$	-	-
F-4	Corner post with hardware	40	Each	\$	-	-
F-5	Middle Rail with Hardware	320	Each	\$	-	-
F-6	Middle Brace with Hardware	320	Each	\$	-	-
F-7	Bottom rail with hardware	120	Each	\$	-	-
F-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	160	Linear Feet	\$	-	-
F-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet	\$	-	-
F-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet	\$	-	-
F-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet	\$	-	-
F-12	Remove old fabric and reinstall new fabric on existing poles and gate	100	Linear Feet	\$	-	-
F-13	Install sliding gate	50	Linear Feet	\$	-	-
Total					\$	-

SUPPLY, INSTALL AND REPAIR CHAIN LINK FENCING, per the Bid Specifications include top rail and all other hardware, posts, etc., not included below.

Group 1C - Vinyl-covered PVC, 4' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
A-1	Install up to 500'	2,500	Linear Feet	\$	-	-
A-2	Install greater than 500'	2,500	Linear Feet	\$	-	-
A-3	End post with hardware	60	Each	\$	-	-
A-4	Corner post with hardware	60	Each	\$	-	-
A-5	Bottom rail with hardware	100	Each	\$	-	-
A-6	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet	\$	-	-
A-7	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet	\$	-	-
A-8	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	150	Linear Feet	\$	-	-
A-9	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet	\$	-	-
A-10	Remove old fabric and reinstall new fabric	100	Linear Feet	\$	-	-
A-11	Install sliding gate	400	Linear Feet	\$	-	-
A-12	Install PVC plastic filler slats	200	Linear Feet	\$	-	-
Total					\$	-

Group 1C - Vinyl-covered PVC, 6' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
C-1	Install up to 500'	4,000	Linear Feet	\$	-	-
C-2	Install greater than 500'	5,000	Linear Feet	\$	-	-
C-3	End post with hardware	100	Each	\$	-	-
C-4	Corner post with hardware	100	Each	\$	-	-
C-5	Middle Rail with Hardware	50	Each	\$	-	-
C-6	Middle Brace with Hardware	50	Each	\$	-	-
C-7	Bottom rail with hardware	100	Each	\$	-	-
C-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	250	Linear Feet	\$	-	-
C-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	250	Linear Feet	\$	-	-
C-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	250	Linear Feet	\$	-	-
C-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet	\$	-	-
C-12	Remove old fabric and reinstall new fabric on existing poles and gate and to include hinge post	1,000	Linear Feet	\$	-	-
C-13	Install sliding gate	500	Linear Feet	\$	-	-
C-14	Install PVC plastic filler slats	400	Linear Feet	\$	-	-
Total					\$	-

Group 1C - Vinyl-covered PVC, 8' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
D-1	Install up to 500'	2,000	Linear Feet		\$	-
D-2	Install greater than 500'	2,000	Linear Feet		\$	-
D-3	End post with hardware	60	Each		\$	-
D-4	Corner post with hardware	60	Each		\$	-
D-5	Middle Rail with Hardware	400	Each		\$	-
D-6	Middle Brace with Hardware	400	Each		\$	-
D-7	Bottom rail with hardware	160	Each		\$	-
D-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet		\$	-
D-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	200	Linear Feet		\$	-
D-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	250	Linear Feet		\$	-
D-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet		\$	-
D-12	Remove old fabric and reinstall new fabric on existing poles and gate and to include hinge post	50	Linear Feet		\$	-
D-13	Install sliding gate	50	Linear Feet		\$	-
D-14	Install PVC plastic filler slats	50	Linear Feet		\$	-
Total					\$	-

Group 1C - Vinyl-covered PVC, 10' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
E-1	Install up to 500'	1,000	Linear Feet		\$	-
E-2	Install greater than 500'	1,000	Linear Feet		\$	-
E-3	End post with hardware	40	Each		\$	-
E-4	Corner post with hardware	40	Each		\$	-
E-5	Middle Rail with Hardware	200	Each		\$	-
E-6	Middle Brace with Hardware	200	Each		\$	-
E-7	Bottom rail with hardware	100	Each		\$	-
E-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet		\$	-
E-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet		\$	-
E-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	80	Linear Feet		\$	-
E-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet		\$	-
E-12	Remove old fabric and reinstall new fabric on existing poles and gate and to include hinge post	50	Linear Feet		\$	-
E-13	Install sliding gate	50	Linear Feet		\$	-
E-14	Install PVC plastic filler slats	50	Linear Feet		\$	-
Total					\$	-

Group 1C - Vinyl-covered PVC, 12' high Chain Link Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
F-1	Install up to 500'	1,000	Linear Feet	\$	-	
F-2	Install greater than 500'	1,000	Linear Feet	\$	-	
F-3	End post with hardware	40	Each	\$	-	
F-4	Corner post with hardware	40	Each	\$	-	
F-5	Middle Rail with Hardware	200	Each	\$	-	
F-6	Middle Brace with Hardware	200	Each	\$	-	
F-7	Bottom rail with hardware	100	Each	\$	-	
F-8	Gate leaf up to 6' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet	\$	-	
F-9	Gate leaf up to 10' with 2' of chain for locks welded to gate and to include hinge post	100	Linear Feet	\$	-	
F-10	Gate leaf up to 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet	\$	-	
F-11	Gate leaf more than 20' with 2' of chain for locks welded to gate and to include hinge post	50	Linear Feet	\$	-	
F-12	Remove old fabric and reinstall new fabric on existing poles and gate	50	Linear Feet	\$	-	
F-13	Install sliding gate	50	Linear Feet	\$	-	
Total					\$	-

SUPPLY, INSTALL AND REPAIR CHAIN LINK FENCING, per the Bid Specifications include top rail and all other hardware, posts, etc., not included below.

Group 1D - Installation or repair chain link fencing-related work

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
A-1	Fence and post removal including concrete footing	10,000	Linear Feet	\$	-	
A-2	Tie into an existing fence	50	Each	\$	-	
A-3	Install free standing terminal post	50	Each	\$	-	
A-4	Installation of post through asphalt	800	Each	\$	-	
A-5	Installation of post through concrete, with top finished to match existing concrete	200	Each	\$	-	
A-6	Install 4" OD galvanized Schedule 40 post (bollard). Posts must be painted safety yellow and filled with concrete.	80	Each	\$	-	
A-7	Install 6-5/8" OD galvanized Schedule 40 post (bollard). Posts must be painted safety yellow and filled with concrete.	800	Each	\$	-	
A-8	Fabricate and install traffic gate 2" OD, pipe frame, no fabric to include all hardware and hinge post	500	Linear Feet	\$	-	
A-9	Install additional galvanized line post	100	Each	\$	-	
A-10	Install additional powder-coated line post	100	Each	\$	-	
A-11	Install wall or surface-mounted terminal post	40	Each	\$	-	
A-12	Replace 20' high vinyl chain link fence backstops for baseball/softball fields. Pricing to be all inclusive per standard details (3 pages).	250	Linear Feet	\$	-	
A-13	Install or replace 6' high windscreen on chain link fencing (primarily for tennis courts). Windscreen material and ty-raps by manufacturer "10-S Tennis Supply" - model "Proscreen - Open Mesh Standard with halfmoon vents included" in standard colors (or approved equivalent).	1,000	Linear Feet	\$	-	
A-14	Remove and dispose of 6' high windscreen on chain link fencing (primarily for tennis courts).	1,000	Linear Feet	\$	-	
A-15	Install or replace 8' high windscreen on chain link fencing (primarily for tennis courts). Windscreen material and ty-raps by manufacturer "10-S Tennis Supply" - model "Proscreen - Open Mesh Standard with halfmoon vents included" in standard colors (or approved equivalent).	1,000	Linear Feet	\$	-	
A-16	Remove and dispose of 8' high windscreen on chain link fencing (primarily for tennis courts).	1,000	Linear Feet	\$	-	
				Total	\$	-

SUPPLY AND INSTALL ALUMINUM PICKET FENCING PROJECTS, WHICH MAY INCLUDE THE FOLLOWING TYPES OF 6' CHAIN LINK FENCING, Per the Bid Specifications include top rail and all other hardware, posts, etc., not included below.

Group 2 - Aluminum Picket Fence and Gate

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
A-1	Single gate and hardware	40	Each		\$	-
A-2	Double gate and hardware	40	Each		\$	-
A-3	Picket fence	750	Linear Feet		\$	-
Total					\$	-

Group 2 - 6' high Chain Link Fence

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
B-1	Install up to 500'	2,500	Linear Feet		\$	-
B-2	End post with hardware	100	Each		\$	-
B-3	Corner post with hardware	100	Each		\$	-
B-4	Middle Rail with Hardware	100	Each		\$	-
B-5	Middle Brace with Hardware	100	Each		\$	-
Total					\$	-

Group 2 - Vinyl-covered PVC, 6' high Chain Link Fence

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure	Total \$	Bid Line Item
C-1	Install up to 500'	5,000	Linear Feet		\$	-
C-2	End post with hardware	200	Each		\$	-
C-3	Corner post with hardware	200	Each		\$	-
C-4	Middle rail with hardware	200	Each		\$	-
C-5	Middle Brace with Hardware	200	Each		\$	-
Total					\$	-



Additional services and labor MAY be purchased under this contract at an hourly rate for projects related to the installation of any kind of fencing materials. Documentation, with a detailed cost estimate must be provided for review if the PPO Department elects to have the awardee replace any type of fencing materials necessary to complete a scheduled work project in a timely manner. Labor rates will be as follows, per individual assigned to a fencing installation project:

Normal Work Rate			
Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure
Fence Installer	N/A	Hourly	
Helper	N/A	Hourly	

Additional Information & Services			
Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure
Underground Locating Services by a professional Broward County Licensed Utility Locator (note - locating service invoice with photos must accompany the final invoice in order to verify work was performed).	100	Each	
Provide "As Built" drawings for project. A General Architect or Landscape Architect can provide as built drawings and they must stamp as built drawings for approval.	10	Each	
Testing costs (compaction and other) as required by Drawings and/or Building Code	10	Each	

Normal Work Rate	
Description	%
Fencing materials MAY be purchased under this contract on a strictly COST-PLUS arrangement only, under the terms indicated in General Bid Specification 9. Documentation of vendor cost must be provided with written estimates if the PPO Department elects to have vendor replace any type of fencing materials necessary to complete a scheduled work project in a timely manner. The cost-plus mark-up for these materials cannot exceed the percentage indicated. Maximum materials mark-up cannot exceed 10%	