



12/15/2017

Dear Prospective Bidders,

SUBJECT: Instructions to Bidders
Invitation to Bid: 18-123C, ASPHALT & PLAY COURT PAVING, REPAIRS, RESURFACING & STRIPING SERVICES

Robert W. Runcie
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for the purchase of **Asphalt & Play Court Paving, Repairs, Resurfacing, & Striping Services**. 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 gilberto.gonzalez@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 **NON-MANDATORY** Bidders' Conference will be held on 12/21/2017, beginning at **9:00 A.M.** Eastern Time (ET), in the Physical Plant Operations Department, 3897 N.W. 10th Avenue, Oakland Park, Florida 33309, Building No. 6, Conference Room No. 608. **Attendance is strongly suggested.**

• **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 gilberto.gonzalez@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.

Gilberto Gonzalez
Purchasing Agent III

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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:
1/22/2018

ITB NO.:
18-123C

RELEASE DATE:
12/15/2017

PURCHASING AGENT:
 Gilberto Gonzalez

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

BID TITLE:
ASPHALT & PLAY COURT PAVING, REPAIRS, RESURFACING, & STRIPING SERVICES

SECTION 1 – Bidder Acknowledgement

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

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

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

Address:

P.O. Address:

City:

State: Zip Code:

City:

Telephone Number:

State: Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

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

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

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2 – Submittal Requirements

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

Bid Specification 7,
 Paragraph 5, Mfr Literature
 With Bid or Upon Request

References
 Special Condition 39, and
 Bid Specification 7,
 Paragraph 9 (B)

M/WBE Participation
 Exhibit A
 Certificate of Debarment
 General Condition 45
 Bid Summary Sheet

W-9 Form
 Special Condition 35
 Licensure
 Special Condition 2, and
 General Condition 13

Bid Specification 7,
 Paragraph 10 (F), Mfr Literature
 With Bid or Upon Request

Conflict of Interest Form
 Section 7, Attachment 1

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

SECTION 3, GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDER'S PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder's preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Opinion of Out-of-State Bidder's Attorney on Bidding Preferences" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
 2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
 3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
 4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
 5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.
 6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
 7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
 8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
 9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/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 1/26/2018 by 3:00 P.M. E.T., and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**
37. (Continued):
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.**
38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school s, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION: This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."**
- a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
- b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/secle/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the 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 the purchase of **ASPHALT & PLAY COURT PAVING, REPAIRS RESURFACING, & STRIPING SERVICES** as specified herein. Unit prices quoted shall include on-site service to various schools, departments and centers at the direction of the Physical Plant Operations (PPO) Custodial Grounds Department, unless otherwise indicated. The Awardee(s) shall receive individual Purchase Orders specifying the name and address of the various schools, departments and centers where services would be rendered.

One hard-copy bid must be sent with the bid and 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.

All bidders must be Pre-Qualified by the School Board of Broward County, Florida for the type of work specified herein at the time bids are opened.

- 2. LICENSURE:** Bidders **must be licensed as either:**
 - A. State of Florida Licensed General Contractor, or
 - B. Florida County Registered General Contractor, or
 - C. Florida County Registered General Engineered Construction Builder, or
 - D. Florida County Registered 3C Contractor, or
 - E. Florida County Registered 3E Contractor.

Copy of appropriate license(s) shall be provided with the bid submittal. Failure to submit the required license(s) may result in bid disqualification. (Also refer to General Conditions 13, Licenses, Certifications and Registrations).

- 3. RULES, REGULATIONS AND LICENSES:** The Contractor shall comply with all federal, state, and local laws and regulations applicable to provision of goods and/or services specified in this solicitation. It shall be the responsibility of the Contractor to ensure compliance with OSHA, EPA, and/or other local, federal, or State of Florida rules, regulations or other requirements, as applicable.
- 4. NON-MANDATORY BIDDERS' CONFERENCE:** A **NON-MANDATORY** Bidders' Conference will be held on 12/21/2017 at 9:00 A.M. in the Physical Plant Operations Department, 3897 N.W. 10th Avenue, Oakland Park, Florida 33309, Building No. 6, Conference Room No. 608. **Attendance is strongly suggested.**

The purpose of the Bidders' Conference is to allow prospective Bidders to bring forth questions they may have, to allow prospective Bidders to be aware of questions other Bidders may have, and to stimulate discussions that will generate questions in an effort to assist prospective Bidders in preparing the best and most comprehensive Bid for submission to SBBC. Questions submitted in writing will be answered via Addenda posted in DemandStar. All questions shall be submitted in accordance with Section 4, Special Conditions, Paragraph 7, Information. Any information given, by any party, at the Bidders' Conference is not binding on SBBC. Only the information provided in the ITB or via Addenda shall be considered by Bidders.

- 5. TERM:** The award of this bid shall establish a contract for the period **beginning 2/23/2018 and continuing through 2/22/2021**. Bids shall not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Services shall be ordered on an as-needed basis. If only one (1) bid is received, the term of the contract shall be reduced to one (1) year.
- 6. AWARD:** In order to meet the needs of SBBC, each **GROUP**, as indicated on the Bid Summary Sheet, shall be awarded to one (1) primary awardee, and, if it is in the SBBC's best interest to do so, up to two (2) alternate responsive and responsible bidders meeting specifications, terms and conditions. The lowest bidder for each **GROUP** shall be considered the primary vendor and should receive the largest volume or all the work for that group. Therefore, it is necessary to bid on every item in the **GROUP**, and all items in the **GROUP** must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure services from the second and third lowest bidders if SBBC chooses to award alternate awardees when: a) the lowest bidder cannot comply with delivery requirements or specifications; b) the lowest bidder is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; or d) if it is in the best interest of SBBC to do so. When a bid has both a primary and alternate Awardee(s), and the primary Awardee is unable to perform during the term of the contract, Procurement and Warehousing Services shall negotiate with the alternate

Awardee(s) for the same or lower unit prices as those submitted by the primary Awardee. SBBC is under no obligation to award any alternate awardees.

SBBC reserves the right to procure ASPHALT & PLAY COURT PAVING, REPAIRS, RESURFACING, & STRIPING SERVICES **from more than one (1) awardee simultaneously or designate a subset of units to a particular awardee** for the orderly, safe maintenance and smooth operation of District facilities at the prerogative of the PPO Supervisor assigned, as deemed 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.

7. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to **Gilberto Gonzalez, Purchasing Agent, Procurement and Warehousing Services, e-mail at gilberto.gonzalez@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 Gilberto Gonzalez, 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, by 5:00 P.M. Eastern Time, on December 29, 2017.** 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.
8. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two (2) 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 18 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
9. **DELIVERY:** All assigned work **must** be completed within **the agreed upon timeframe** after receipt of the "Notice to Proceed". Prior written approval, by the PPO Supervisor assigned, will be necessary to extend this timeframe for larger jobs. All changes must be in writing and approved by the PPO Supervisor assigned, two (2) business days prior to any change in the project. The school's Principal or designee shall also be notified two (2) business days before work starts by the awardee.
10. **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.
11. **ADDING OR DELETING SITES:** SBBC may, during the term of the contract, add or delete service, wholly or in part, at any SBBC site. In the event that service for a new site is added to the contract, the Bidder shall invoice the same amount as prices quoted herein for similar services.
12. **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 service delivery problems.
13. **SUBCONTRACTING:** Awardees **may not subcontract** any repair project work without the prior written approval of the PPO Supervisor assigned. If subcontractors are approved by SBBC, they must be in compliance with all licensing and certification requirements, as well as be in compliance with the security clearance requirements set forth in General Conditions 54. The Contractor agrees that his/her is as fully responsible to SBBC for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her. Nothing contained in this solicitation document shall create any contractual relationship between any Subcontractor and SBBC.
14. **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.

15. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1 (d) does not apply to this Bid as no personal property is being purchased.
16. **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.**
- i. Material release number OR the control number
 - ii. Purchase Order number
 - iii. Complete description of the items
 - iv. Itemized list price
 - v. Total dollar amount shall be net

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

17. **LEAD-FREE STATEMENT:** All material supplied SBBC must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free shall be supplied to SBBC. **No bid shall be considered unless this is agreed to by the Bidder.**
18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three (3) 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.
19. **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same services 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.
20. **CANCELLATION:** Any contract awarded as a result of this bid will be subject to cancellation at any time by SBBC for **one or more** of the following reasons:
- A. Awardee's failure to respond and schedule work requested within the scheduled parameters agreed upon by the awardee and the PPO Supervisor assigned or awardee's failure to attend mandatory pre-job conferences when required.
 - B. Awardee's use of service personnel that are **not** qualified to perform services specified by this subject contract.
 - C. Unsatisfactory and/or substandard product workmanship or poor communication of awardee's personnel during order placement and delivery times.
 - D. Awardee not providing sufficient security-cleared staff in accordance with General Condition 54.
 - E. Awardee's use of subcontracted firms or personnel that fail to adhere to the Bid Specifications or an awardee subcontracting scheduled work without the permission of the PPO Supervisor assigned.
 - F. Unsatisfactory evaluation by designated SBBC representative monitoring awardee's staff performance when installation and project work is performed.
 - G. Substantial changes to SBBC's staffing and budgetary requirements that would dramatically alter the cost-effectiveness of this contract to either SBBC and/or the awardees.
21. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure 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.

22. **CHANGES IN THE WORK:** SBBC may order extra work or make changes by altering, adding to or deducting from the work, with the contract sum being adjusted accordingly, without invalidating the contract. All such work shall be included under the conditions of this contract except that any claim for extension of time caused thereby shall be adjusted at the time of the change. Any claim for extra work must have the written approval of the PPO Supervisor assigned prior to the commencement of a project.
23. **QUALITY OF WORK:** The Contractor agrees to do the work covered under this contract to the best of his/her ability and conforming to this contract and specifications, and of acceptable quality to the trades. The Contractor further agrees to follow proper and appropriate instructions by SBBC.
24. **INSPECTION AND APPROVAL:** All work shall be subject to inspection by an SBBC representative. Said representative shall inspect work from time to time and as often as deemed necessary, and shall have free access to any and all parts of the work at any time. The Contractor shall furnish reasonable facilities for obtaining such information as may be necessary to keep SBBC's representative fully informed at all times respecting the progress and manner of the work and the character of the materials being used. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this contract. Defective work shall be made good by the Contractor, and unsuitable materials may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the SBBC's representative and accepted or estimated for payment; if the work or any part thereof shall be found defective any time before final acceptance of the whole work, the Contractor shall forthwith remedy such defect in a manner satisfactory to the SBBC's representative. SBBC's representative shall have authority to stop work whenever the provisions of this solicitation are not being complied with and the Contractor shall instruct his employees and any Subcontractor's employees accordingly.
25. **CORRECTION OF WORK:** Awardees shall re-execute any work that fails to conform to the requirements of the bid and that appears during the progress of the job. The PPO Supervisor assigned will inspect and approve job progress as needed.
26. **STOP WORK ORDER:** SBBC may at any time by written notice to the Contractor stop all or any part of the work for this Bid award. Upon receiving such notice, the Contractor will take all reasonable steps to minimize additional costs during the period of work stoppage. SBBC may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
27. **CONTRACTOR'S SUPERVISION AND EMPLOYEES:** The Contractor shall supervise, inspect and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. The Contractor shall be solely responsible for the means, methods, techniques, sequence and procedures necessary for the orderly progress of the work, and to maintain all safety precautions needed. The Contractor shall at all times enforce strict discipline and good order among his/her employees, and shall not employ any unfit person or anyone unskilled in the work assigned to him/her. The Contractor shall be responsible to see that the completed work complies fully with the requirements of this solicitation.
28. **REPORT OF DIFFERING CONDITIONS:** If the Contractor believes that any technical data on which he/she relies is inaccurate, or if any physical conditions uncovered or revealed at the site differ materially from that indicated, reflected, or referred to in the documents provided to the Contractor, including this solicitation document, the Contractor shall promptly, after becoming aware and before performing any work in connection therewith (except in emergency situations), notify SBBC, in writing about the inaccuracy or difference. Any work done after such discovery will be done at the Contractor's risk. SBBC will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the Contractor of its findings and conclusions.
29. **WORK SCHEDULING:** All work shall be coordinated with SBBC Physical Plant Operations Department's representative(s) and the Contractor. No work shall begin until scheduling has been agreed upon by all parties, and a duly authorized purchase order has been issued as authorization to proceed. After a purchase order has been received, it will be the Contractor's responsibility to organize the work at each site with the Physical Plant Operations Department, so that the work may be accomplished with a minimum of interference to the school or center.

- 30. **CLEAN UP:** After the work has been completed, the Contractor shall promptly remove any temporary structures, used materials and equipment, rubbish and waste materials resulting from the operations. All damaged areas will be restored by the Contractor to their original conditions and approved by SBBC. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There will not be increase in time or price associated with such removal, and payment may be withheld until such work is completed.
- 31. **ACCEPTANCE OF SERVICES:** The services to be delivered under this bid are subject to inspection and acceptance to the satisfaction of SBBC and must comply and be fully in accordance with the specifications set forth in this ITB. In the event services supplied to SBBC are found to be unsatisfactory, defective or do not conform to specifications, SBBC reserves the right to cancel the order upon written notification to the Awardee and request rectification of services by Awardee, at Awardee's expense, to the satisfaction of SBBC and in accordance with the required specifications.
- 32. **BRAND NAME OR EQUAL:** Whenever in the specifications any material, process or article is identified by grade, patent or proprietary name or by name of manufacturer, such specification shall be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better. Contractor bears the burden of proof as to the equality of any material, process or article and SBBC may require Contractor to furnish the material, article or process as specified in this solicitation document, if SBBC decides that Contractor has not met his or her burden by offering to provide an equal or better substitution of the material, article or process required.
- 33. **WARRANTY:** Any materials that may be delivered under this bid must include the manufacturer's standard warranty. Warranty shall begin after delivery and acceptance by an authorized representative of SBBC. Additional warranty and guarantee provisions are listed specifically in the Bid Specifications.

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

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

- 34. **AUTHORITY TO PERFORM:** All work required by Awardee(s) will be authorized and directed through the PPO Supervisor assigned within the PPO Department or PPO Zone as follows:

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

- 35. **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.

36. CONTRACTOR'S PUBLIC RECORDS: Pursuant to §119.0701 Florida Statutes, "Contractors" as defined by statute that enter into a contract for services with the SBBC and are acting on behalf of SBBC are required to comply with public records laws and to specifically:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that SBBC would provide the records and at a cost that does not exceed the cost provided by statute or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost to the SBBC, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to SBBC in a format that is compatible with the information technology systems of SBBC.
- E. If a Contractor does not comply with a public records request, SBBC shall enforce the contract provisions which may include immediate termination of contract.
- F. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, REQUEL BELL, AT 754-321-1900, REQUEL.BELL@BROWARDSCHOOLS.COM, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, 600 S.E. 3rd AVENUE, FORT LAUDERDALE, FL 33301.

37. FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS: Bidders who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida, must have an "active" status in order to be eligible to do business with SBBC. Bidders doing business under a fictitious name, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register your company with the State of Florida, visit: www.Sunbiz.org.

38. ITB TIMELINE:

- A. Release of ITB: 12/15/2017
- B. Non-Mandatory Bidders' Conference 12/21/2017
- C. Written Questions due on or before 5:00 p.m. ET
in Procurement & Warehouse Service Department: 12/29/2017
- D. Proposals due on or before 2:00 p.m. ET
in Procurement & Warehousing Service Department: 1/22/2018
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704
- E. Posting of Award Recommendation 1/26/2018

39. REFERENCES: Bidders must provide a minimum of three (3) references of completed projects for which the Bidder has performed, or is currently performing work, within the five (5) years prior to the ITB due date, similar in nature and size, as the scope of services being requested herein. Provide the following information for each reference:

- A. Name of Facility Owner (Company Name)
- B. Location of the Project
- C. Contact Name
- D. Contact Email
- E. Contact Telephone Number
- F. Project Type (Court/Surface, etc.)
- G. Size of Project
- H. Type of Court/Surface
- I. Year Construction or Re-Surfacing was performed

40. 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.

41. 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.

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. In order to be awarded a Group, Bidder must submit prices for all items within that Group.

Bidders that fail to enter a percentage for a Group that requires a Material Mark-Up Percentage, may be considered non-responsive for such Group(s).

Material Mark-Ups must not exceed ten percent (10%). Please enter a whole number on the required cell for the percentage, (e.g. 2, 5, etc.). Calculations will be automatically performed in the Excel Spreadsheet.

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

SEE SEPARATE EXCEL DOCUMENT FOR THIS SECTION IN DEMANDSTAR.

SECTION 6, SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

1. Awardees shall furnish all labor, materials and equipment necessary to complete all asphalt paving, play court repairs, track maintenance and concrete placement work as specified herein. All maintenance and repair work as well as any materials that MAY be supplied by the awardees must be in accordance with the Florida Building Code, where applicable, manufacturer's specifications and accepted asphalt paving, play court repair, track maintenance and concrete placement practices. All repair work shall be permanent. Awardees may be required to repair, alter, remodel, add to, subtract from or improve any previous asphalt, play court, track, or concrete repair. This applies to all work performed under this contract. **No additional charges beyond the items listed on the Bid Summary Sheets will be accepted. Pricing must be reflective of all material, equipment, labor and supervision required to complete all work.**
2. All work schedules and the necessary arrangements to implement the scope of work projects must be made with the review and approval of the PPO Supervisor assigned. Awardees' representative is required to attend a pre-job conference prior to the commencement of work at each project. The PPO Supervisor assigned shall give the Awardee a minimum of forty-eight (48) hours notification of the date and time of each conference. **ATTENDANCE IS MANDATORY, unless specifically waived by the PPO Supervisor assigned.** Failure to attend may result in Awardee being held in default of contract. All information specific to the project including completion schedules will be discussed at the conference. Failure to adhere to the specifics of the project discussed at this conference may result in vendor being held in default of contract.
3. Awardees must be available by phone twenty-four (24) hours per day, seven (7) days per week, and many projects will be completed after normal SBBC business hours, on weekends or during holidays. If there is an emergency situation, the requirement to provide a written estimate may be waived. Awardees will notify the school's Principal two (2) business days prior to the beginning of the project and will coordinate any special conditions that are requested by the school's Principal or designee.
4. Job Site Examination: Awardee will verify that the work site and any subsoil is ready to receive work. Awardee shall saturate the soil with water to verify and test that drainage conditions are adequate.
5. Each project must be completed as quickly as reasonably possible, not to exceed the number of business days set forth in the "Notice to Proceed." The start date of each project shall be the date that the "Notice to Proceed" is issued. The completion date shall be the date mutually agreed upon between the PPO Supervisor assigned and the Awardee prior to issuing the "Notice to Proceed."
6. All requested work must be completed within the timeframe and the written project schedule agreed upon between the Awardee and the PPO Supervisor assigned. Additional time may be approved, if necessary, when requested in writing by the Awardee.
7. Awardees are responsible for contacting Sunshine State One Call of Florida at 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.
 - A. The work area may have existing utilities, such as irrigation, phone, electrical, sewer, water, and so on. The Awardees are responsible for locating the underground utilities and not disturbing them during the course of their work.
 - B. Repair, replace, and restore immediately all utility services or other facility which are disrupted due to an Awardees' activities and engage outside services in order to successfully complete repairs on a twenty-four (24) hour basis until the interrupted services are restored.
 - C. Provide and operate any supplemental temporary services to maintain uninterrupted services to the facility.
 - D. All costs involved in the repairs and restoration of disrupted utility services shall be solely the Awardees' and as such Awardee will be responsible for any claims made as a result of utility service disruption.
 - E. IRRIGATION: Prior to the start of construction, the Awardees 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 Awardees and must correct the deficiencies.
8. Awardees shall be required to obtain permits, if any are required, for the scope of this work.

9. In the event of unforeseen or unsafe situations developed such as the need to remove tree branches, debris and so on, Awardees are to contact the PPO Supervisor assigned. Awardees are not to proceed with work until any unsafe conditions have been corrected.
10. Awardees shall be responsible for the prompt removal of all project debris within two (2) working days after completion of job, and shall be responsible for all scheduling of work with the school and maintaining security of premises at all times. In addition, all tools, equipment and machinery must be removed within two (2) working days of final project completion. SBBC trash cans and dumpsters may NOT be used for the disposal of waste materials.
11. Awardees must store volatile wastes in covered metal containers and remove from the premises when necessary as well as provide adequate ventilation when using volatile or noxious substances. Awardees must conduct cleaning and disposal operations in compliance with local ordinances and anti-pollution laws.
 - A. Do not burn or bury any rubbish or waste materials on the project site.
 - B. Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary sewers.
 - C. Do not dispose of waste into streams or waterways.
12. Per Special Condition 25, in cases of faulty labor or workmanship, it will be necessary for the Awardees to return to the work site within forty-eight (48) hours of notification to correct all defects. In addition, Awardees will remedy any defects due to faulty material or workmanship which appear within a period of one year from the date of completion of the project. The completion date shall be considered the final invoice date.
13. Inspection and acceptance will be at the job site unless otherwise provided. Title to or risk of loss or damage to all work shall be the responsibility of the Awardees until acceptance by SBBC unless caused by negligence on the part of SBBC or vandalism. Awardees will permit and facilitate inspection of the project by the PPO Supervisor assigned at all times. If any work should be covered up without approval or consent of the PPO Supervisor assigned, it must, when required, be uncovered for examination at the awardees' expense.
14. Asphalt paving, play court repairs, track maintenance and concrete placement-related materials MAY be purchased under this contract at the discretion of the PPO Supervisor assigned on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the Awardees' cost-plus markup. Any remaining aforementioned materials, after project completion, become the property of SBBC. The PPO Grounds/Custodial Department is under NO OBLIGATION to purchase materials under this contract if these materials can be purchased on other SBBC contracts.
15. Additional services and labor beyond those specifically indicated on the Bid Summary Sheets and/or the Bid Specifications and related to asphalt paving, play court repairs, track maintenance and/or concrete placement as directed by the PPO Supervisor assigned, MAY be purchased at an hourly labor rate. The PPO Grounds/Custodial Department is under NO OBLIGATION to purchase any additional labor or services under this contract if these services can be purchased on other SBBC contracts.

BID SPECIFICATION 1 (ASPHALT REPAIRS)

1. **Relining areas repaired, if needed, shall be included in the costs.**
2. Through on-site discussions, or through the use of sketches, the Awardee will be notified as to the size of the project authorized. Several patches in a single area, lot or location shall be combined into a single project.
3. Every project will encompass a minimum three (3) square yards in area. If a job is projected to be less than three (3) square yards, then Awardee is required to cut existing asphalt so that section of asphalt will meet the minimum requirement.
4. Areas to be repaired should be completed as follows:
 - A. Remove surface, base course and subgrade to reach firm support. Extend at least 1' horizontally on pavement.
 - B. Cuts must be square or rectangular cuts. Faces must be made straight and vertical, with one pair of faces, where practical, parallel to the direction of traffic.
 - C. Install base course using Miami Oolite lime rock, better or equal, 60% lime content.

- D. Prime coat must be cut-back asphalt, Grades MC-30, MC-70 or MC-250 and will be applied to lime rock base.
- E. Tack coat must be emulsified asphalt, Grades RS-1, SS-1, SS-1h, CSS-1 or CSS-1h and will be applied to vertical surfaces.
- F. Wearing surface must be asphaltic concrete, Type S-III and conforming to Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge construction, latest edition. New asphalt shall be installed to a minimum depth of 1".
- G. Compact with equipment most suited for the size of job. Adequate compaction equipment will yield surface of patch at same elevation as the surrounding pavement.
- H. Check riding quality and alignment of patch with a straight edge or string line.

5. **STRIPPING AND CLEARING (where applicable):**

- A. The area within the limits of construction shall be cleared of trees, logs, stumps, brush, vegetation, rubbish, and other objectionable and/or organic matter. Properly protect any landscaping in the area.
- B. Remove any top layers of soil which consist appreciably of organic matter, grass, and root matting. The top of the exposed soil is being referred to as "cleared surface."
- C. All tree stumps and logs shall be removed entirely.
- D. Spoiled material, timber, logs, stumps, roots, brush, rubbish, and organic matter not usable as a topsoil dressing becomes the property and responsibility of the Awardee and must be removed from the site immediately. All excess existing soil and organic matter usable for top dressing must remain the property of SBBC and must be left neatly stockpiled in an area as directed by the PPO Supervisor assigned, or will be removed from the site by the awardee at the option of the PPO Supervisor assigned.

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

BID SPECIFICATION 2 (NEW ASPHALT WORK)

CONDITIONS AND REQUIREMENTS:

- 1. **STRIPPING AND CLEARING:** where applicable, will be performed as per Bid Specification 1, number 5A-D, above.
- 2. **GRADING:**
 - A. Grading will include the excavation of fill necessary to bring the sub-grade to the proper line, grade and contour after compacting and consolidating by rolling, tamping and watering as directed by the PPO Supervisor assigned. Any holes left by the removal of stumps, roots or other objectionable material shall be filled with clean sand and consolidated as directed by the PPO Supervisor assigned.
 - B. Any additional fill material required shall be clean sand free of muck or organic material. Any excess material shall be spread out and leveled in an unused area beyond the limits of grading and paving, or shall be removed from the site by the Awardee at the option of the PPO Supervisor assigned.
 - C. The finished sub-grade shall be maintained in a smooth, compact condition and any areas which are disturbed prior to the commencement of paving operations shall be restored at the Awardees' expense.
 - D. The sub-grade shall be accurately trimmed to the required elevations within a tolerance of 1/4".
 - E. Excavations shall be made to the required depth and the sub-grade shall be compacted to 98% of the maximum dry density obtainable under AASHTO T-180.

3. **IRRIGATION:** Prior to the start of construction, the Awardee shall activate all sprinkler systems in those areas where work is to be performed. Any leaks shall be corrected by SBBC personnel. Upon completion of the project, the sprinkler systems shall be activated again. Any leaks noted will be the responsibility of the awardee who must correct the deficiencies.
4. Provide all materials, equipment and labor to complete the paving work shown on plans. Painting or installing thermoplastic lines must be included in the work project and priced accordingly.
5. Materials to be used must be first grade products of reputable manufacturers or suppliers. Any substitution must be approved for use by the PPO Supervisor assigned prior to installation.
6. Traffic paints must comply with Code T-1 (yellow), and T-2 (white), and conform to FDOT Specification 971-12, latest edition. Blue paint, meeting the same specifications shall be used for handicapped reserved parking spaces and adjacent curbs. All traffic paints must meet OSHA requirements for lead-free product.
7. Precast concrete wheel bumpers are sized a minimum of 6" wide by 6" high and 6' long, reinforced with two No. 4 reinforcing bars, continuous chamfer corners. Provide two vertical holes from each end for the insertion of No. 4 rebar.
8. Anchor by drilling holes through pavement and driving two (2) No. 5 loose fitting reinforcing bars through bumper and drilled holes. Reinforcing bars must comply with ASTM A615 Grade 60, 12" long and driven flush with top of wheel bumpers.
9. **INSTALLATION:**
 - A. Sub-grade preparation shall consist of bringing the bottom of excavations between the outer limits of the paving or base course to a surface conforming to the grades, lines, and cross section shown on PPO-supplied drawings, ready to receive the limerock base course. The sub-grade shall be compacted to 100% of the minimum density obtainable under AASHTO T-99-C. Stockpile excess materials on site, as directed by the PPO Supervisor assigned.
 - B. Base course material must be spread uniformly, scarify and then shape to produce the required grades and cross section after compaction.
 - i. Install base course using Miami Oolite lime rock, equal or better, 60% lime content.
 - ii. Base shall be rough graded, rolled, finished graded and then water bound and rolled until thoroughly bonded unyielding and a compact base is obtained.
 - iii. Thickness on SBBC property must be 6" after compaction. Thickness on public right-of-way is 8" or as required by local codes, 4" thick base may only be used under all pedestrian walks.
 - iv. Base course shall be compacted to 98% maximum density obtainable under AASHTO T-180, latest edition.
 - v. Grade irregularities greater than 1/3" in 15 square feet in area shall be corrected.
 - C. Prime coat shall be cut-back asphalt, Grades MC-30, MC-70 or MC-250. Apply prime coat after base course has been completely cured and dry, before applying any bituminous material. All loose material, dust, dirt and foreign material, which might prevent proper bond with the existing surface must be removed. The rate of application must not be less than one (1) gallon per ten (10) square yards.
 - D. Tack coat shall be emulsified asphalt, Grades SS-1, SS-1h, CSS-1, CSS-1h or RS-1. Apply a tack coat if the primed base has become excessively dirty and cannot be cleaned, or in areas where the prime coat has cured and lost all bonding effect. Tack coat shall be applied at rate of one (1) gallon per ten (10) square yards. When weather conditions delay installation of wearing surface, seal the surface with emulsified asphalt at rate of two (2) gallons per ten (10) square yards.
 - E. The thickness of the wearing surface shall be 1-1/2" shall be laid only when the surface is dry and when weather conditions are suitable.
 - i. Wearing surface shall be composed of asphaltic concrete, Type III, conforming to the FDOT Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise specified in approved architectural plans

- ii. Mixture shall be spread by an approved mechanical spreader.
 - iii. Spreading by hand is approved only in areas where it is impracticable to use mechanical equipment.
 - iv. Compacting moisture shall be done by rolling with the following equipment and sequence: a) seal rolling, using tandem steel rollers weighing between 5-12 tons, and following as close behind the spreaders as possible, and b) final rolling shall be done with 5-12-ton tandem steel rollers. This rolling shall be continued until all roller marks have been eliminated.
 - v. All open edges must be trimmed, straight and even.
 - vi. The finished surface must not vary more than 1/4" over 15 square feet in area and provide for the free drainage of water. Areas that pocket water to a depth of more than 1/16" must be reworked.
- F. Compaction tests and other testing, as required by the PPO Supervisor assigned, must be under the direction of a professional engineer or testing laboratory, registered and licensed in the State of Florida.
10. Rumble bump installation shall be constructed with type S3 asphalt with dimensions of 1-to-1-1/2" high by 8" wide. The bump shall be approximately 20' long depending upon the width of the area to be installed. Each rumble bump set shall contain five individual bumps. The rumble bump set shall be painted with yellow traffic paint. The painting of the set of rumble bumps shall be included in the cost of this item.
11. Speed hump installation shall be constructed with type S3 asphalt with dimensions of 20' long by 22' wide. The width of the bump may vary depending upon the area to be spanned by the hump. The height of the hump shall be at least 3-1/2" and not more than 4". The humps shall be painted with 12" wide white lines indicating the direction of traffic flow on each side of the hump. The lines will be painted with either white traffic paint or white thermoplastic, the cost of which shall be separate from this item.
12. Upon completion of the project, all debris shall be completely removed from the site. No on-site burial or burning permitted.
13. **HAZARD AND POLLUTION CONTROL** must be completed per General Bid Specification 11A-C, above.
14. **CLEANING MATERIALS:** Use only the cleaning materials recommended by manufacturer of surface to be cleaned and upon surfaces recommended by the cleaning material manufacturer.
15. **UPON COMPLETION OF CONSTRUCTION:**
- A. Immediately prior to the acceptance or occupancy, the Awardee is to conduct a final inspection of exposed interior and exterior surfaces.
 - B. Remove grease, dust, dirt, stains, and other foreign materials from exterior surfaces.
 - C. Repair, patch and touch up marred surfaces to match adjacent finishes.
 - D. Broom clean paved surfaces and rake clean other surfaces of grounds.
 - E. All striping of repaired asphalt shall be included in prices and completed prior to submitting final invoice for approval.
16. Remove and legally dispose of asphalt paving where indicated including lime rock base. Saw cut at limits of removal for a straight edge.
17. **INSTALLATION AND REINSTALLATION OF TRAFFIC SIGNS:** Traffic signs will be manufactured of .080-gauge aluminum with 3M engineer-grade reflective sheeting with radius corners, where applicable. Sign posts shall be constructed of flanged U-channel green galvanized steel posts in accordance with the Federal Manual of Uniform Traffic Control Devices (FMUTCD) and state and local regulations.

BID SPECIFICATION 3 (PAVEMENT MARKINGS)

SURFACE PAINTING APPLICATIONS:

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

BID SPECIFICATION 4 (TRAFFIC DELINEATORS)

1. **TWO-PIECE FLEXIBLE DELINEATOR SURFACE MOUNT PIN LOCK POST DESCRIPTION:** The two-piece delineator post shall consist of a flexible, surface-mounted post made from durable, non-discoloring polyethylene plastic to which reflective sheeting is applied, and a thermoplastic base which is secured to the pavement with epoxy or a butyl pad. The post shall be capable of recovering from repeated vehicle impacts. The post shall insert and be secured into the plastic base with two (2) horizontal locking pins. It is required that when the post is no longer serviceable, it can be removed and a new post can be manually inserted and locked into the existing base. The posts are to be of a size and have a locking mechanism compatible with the bases in service. Posts that are not compatible will be rejected for use.
2. **GENERAL REQUIREMENTS:**
 - A. The post shall be tubular in shape and 2-1/4" in diameter. A 1-3/4" diameter interior reinforcement tube shall be located and secured in the lower portion of the post. The upper 14" shall be flattened to an oval shape at least 3" in width at the major axis by 1" at the minor axis. The total above ground height of the post shall be delivered as required. The post shall be white in color and resistant to ultraviolet and infrared radiation.
 - B. Reflective sheeting per Federal Highway Specification FP-92, Type III, Class 2 shall be applied to the flattened area. The post shall be capable of providing 360-degree visibility by applying the reflective sheeting to the round portion of the post. The reflective sheeting shall be white (silver) or yellow (amber) in color and applied to one or both sides of the flattened area and the round portion as required.
3. **PERFORMANCE REQUIREMENTS:**
 - A. **HEAT RESISTANCE:** Three posts shall be conditioned in a test chamber for 4 hours at 150 ± 3 degrees Fahrenheit. The posts shall be bent 180 degrees at their midpoint around a 2" diameter mandrel. The posts shall be bent ten (10) times within 1-1/2 minutes after removal from the chamber and return to within 10 degrees of their original position within

ten (10) seconds after the last bend. Any post cracking, splitting or not returning to within 10 degrees in the allotted time constitutes a failure.

- B. **COLD RESISTANCE:** Three posts shall be conditioned in a test chamber for twenty-four (24) hours at -20 ± 3 degrees Fahrenheit. The posts shall be bent ninety (90) degrees at their midpoint around a 2" diameter mandrel. The posts shall be bent ten (10) times within 1-1/2 minutes after removal from the chamber and return to within ten (10) degrees of their original position within ten (10) seconds after the last bend. Any post cracking, splitting or not returning to within 10 degrees in the allotted time constitutes a failure.
4. **VEHICLE IMPACT PERFORMANCE:** Ten (10) posts shall be impacted at 55-60 miles per hour by a passenger sedan weighing approximately three thousand five hundred (3500) pounds and having no unusual sharp hood ornaments or other projections. Each post shall be impacted five (5) times with bumper hits and five (5) times with combined bumper/direct wheel hits at both 85 ± 5 degrees Fahrenheit and 32 ± 5 degrees Fahrenheit for a total of twenty (20) impacts per post. Five (5) of the ten (10) posts shall be tested head on (0 degrees) and five (5) posts shall be tested at an angle forty-five (45) degrees to head on. At the conclusion of both high and low temperature testing, at least four (4) of the five (5) each of the head-on and forty-five (45)-degree angle tested posts shall remain intact, securely anchored, return to the original vertical orientation within an angle of ± 10 degrees and retain a minimum of fifty percent (50%) of the total initial reflective sheeting.
5. **HIGH TEMPERATURE RESISTANCE:** Three (3) posts shall be placed in a one hundred eighty (180) ± 3 degrees Fahrenheit test chamber. They shall be sufficiently rigid to withstand two (2) hours at this temperature without wilting. Any post observed to wilt shall constitute a failure.
6. **LOW TEMPERATURE RESISTANCE:** Three (3) posts shall be conditioned in a test chamber for four hours at -20 ± 3 degrees Fahrenheit. A steel dart with a 1" hemispherical end, weighing five (5) pounds, shall be dropped a distance of 5' through a virtually frictionless vertical guide to impact the surface of the post. The post shall be struck at the midpoint by the steel dart. The post shall be in a horizontal position and supported only at the ends. The height of the supports shall be such that the post will not be sandwiched against any surface by the impact. The posts shall be subjected to five (5) impacts. Each impact must be completed with thirty (30) seconds after removal from the chamber and the post must be returned to the chamber for a minimum of one (1) hour between impacts. Fracturing, cracking or splitting of any of the posts shall constitute a failure.
7. **STATIC RIGIDITY:** Three (3) posts 36" in length shall be tested by suspending a five (5)-pound weight at the free end. The posts shall be cantilevered horizontally with the weight within 2" from the unsupported end. Any post with a deflection greater than sixty (60) degrees from horizontal shall constitute a failure. The test shall be conducted at seventy-seven (77) ± 5 degrees Fahrenheit.
8. **COLORFASTNESS:** The post shall be exposed to one thousand (1000) hours weatherometer exposure per ASTM G53 or equivalent test. Significant yellowing, darkening, fading or changes in average tensile strength or elongation greater than thirty five percent (35%) shall constitute a failure.
9. **CERTIFICATION:** Test reports shall be certified by a professional engineer and be made available upon request.

BID SPECIFICATION 5 (THERMOPLASTIC ROAD MARKINGS)

1. **MATERIALS:** Thermoplastic material shall be in accordance with AASHTO M 249 and shall be formulated with alkyd resin. Glass beads shall be in accordance with AASHTO M 247, Type 1. Primer, if required, shall be as recommended by the manufacturer of the thermoplastic material.
2. **PREPARATION:**
- A. Pavement surfaces must be clean, dust free and dry. Remove poorly adhering existing markings and curing compounds.
- B. Thermoplastic should only be applied when the air temperature is at least fifty (50) degrees Fahrenheit and rising. Heat the thermoplastic to a range of temperature of 400-440 degrees Fahrenheit. Do not begin transfer of thermoplastic until at least thirty (30) minutes after attaining proper temperature.
3. **APPLICATION:**
- A. A screed extrusion device is recommended for application of the thermoplastic material. Other acceptable devices are ribbon dispensers and spray dispensers.

- B. Drop on glass beads must be immediately mechanically deposited after applying the thermoplastic material. Drop on beads must be applied evenly and adhered to a depth of 50-60%.
 - C. Drop on glass beads must be applied at a rate of 10–12 pounds per one hundred (100) square feet.
 - D. Line thickness shall be 90 mils. Variations in the required line thickness may be approved by the PPO Supervisor assigned.
4. **CLEAN UP:** Upon completion of the work remove all containers, surplus materials and debris and dispose off-site. Clean all spills and overruns. Leave site in a clean and orderly condition acceptable to SBBC.
5. **INSPECTION:** Conduct an inspection with representatives of the court surfacing/line or event marking paint manufacturer in the presence of the PPO Supervisor assigned.

BID SPECIFICATION 6 (ASPHALT RESURFACING)

1. **MATERIALS:** Use first grade products of reputable manufacturers or suppliers. Any substitution must be approved for use by the PPO Supervisor assigned prior to installation.
- A. Tack coat shall be Asphalt Cement, Penetration Grade 85-100 percent or Emulsified Asphalt, DOT grade RS-2..
 - B. Wearing surface shall be composed of asphaltic concrete, Type III, conforming to the FDOT Standard Specifications for Road and Bridge Construction, latest edition.
 - C. Traffic paints must comply with Bid Specification 2, number 6 above.
2. **PREPARATION OF EXISTING PAVEMENT:**
- A. Small areas with holes, pits, scrapes, etc., or areas, which have been softened by petroleum derivatives, or areas which have failed due to any other cause: spot patch prior to asphalt installation.
 - B. Ensure entire pavement surface is clean and free from dust, dirt, loose materials, grease, oil or any type of deleterious surface film.
 - C. Remove accumulations of oil or grease by cleaning with caustic solution. Flush away residue of caustic solution with pressurized water taking extreme care that all caustic solution is removed from the surface.
 - D. Patching and Leveling: Prior to resurfacing, patch the existing asphalt surface and level as required to assure proper drainage.
3. **INSTALLATION:**
- A. A tack coat shall be applied at a rate of one (1) gallon per ten (10) square yards. When weather conditions delay installation of wearing surface, seal the surface with emulsified asphalt at a rate of two (2) gallons per ten (10) square yards.
 - B. The wearing surface thickness shall be a minimum of 1" and shall be laid only when the surface is dry and when weather conditions are suitable.
 - i. Mixture shall be spread by an approved mechanical spreader.
 - ii. Spreading by hand is approved only in areas where it is impracticable to use mechanical equipment.
 - iii. Compacting mixture shall be done by rolling with the following equipment and sequence; seal rolling, using tandem steel rollers weighing 5-8 tons, following as close behind the spreaders as possible; final rolling shall be done with 5-8-ton tandem steel rollers once the seal rolling is complete, but before the surface temperature has dropped below 140 degrees Fahrenheit. Rolling shall continue until all roller marks have been eliminated.

- C. All open edges shall be trimmed straight and even.
- D. Upon completion of the resurfacing, the finished surface shall be such that it will not vary more than 1/4" over fifteen (15) square feet in area measured in any direction. The awardee shall flood the resurfaced area to confirm that all water drains away properly. This procedure shall be done in the presence of the PPO Supervisor assigned. Areas that pocket water to a depth of more than 1/16" shall be reworked until positive drainage has been achieved.

BID SPECIFICATION 7 (COLOR COATING OUTDOOR COURTS)

1. SURFACE PREPARATION:

- A. Pressure clean all mildewed and soiled areas. Scrape all loose materials from surface of play court. Maintain clean conditions.
- B. Prior to the application of surfacing materials, the entire area shall be inspected for cracks, minor depressions, or irregularities. Flood courts with water to check for depressions.
- C. Repairs and patches shall be made as required using crack filler and court patch material based on manufacturer's specifications.
- D. After repairing and patching, the surface shall not vary more than 1/8" in 10 square feet in area.
- E. All mixes and application methods shall be in strict accordance with the manufacturer's printed instructions.
- F. Trim edge of sod along perimeter of existing courts to provide a straight clean edge along newly finished surface.

2. Remaining requirements of this Specification are exactly those indicated to Bid Specification 6, number 2.

3. APPLICATION OF ACRYLIC RESURFACER:

- A. Acrylic resurfacer should be applied over the properly patched and repaired existing surface. Apply one (1) or more coats of acrylic resurfacer.
- B. The quantity of sand and water in the above mix may be adjusted by ten percent (10%) according to the temperature and roughness of the surface. Coverage shall be as recommended by the manufacturer.
- C. Prepare resurfacer by manufacturers dilution recommendations and provide mix certification.
- D. Mix the ingredients thoroughly in a mortar box or mortar mixer to a homogenous consistency. Segregation before or during application is not permitted.
- E. Apply one (1) coat of the mix using manufacturer's recommended rubber-bladed squeegee of maximum available size appropriate to the play court dimensions. Provide uniform surface appearance free from ridges and tool marks.
- F. Allow the acrylic resurfacer to dry thoroughly. Scrape off all ridges and rough spots and allow thorough curing prior to subsequent applications.
- G. No visible asphalt porosity after application of resurfacer will be permitted.
- H. Subsequent coats of resurfacer must cover 5-7 square yards per gallon per coat pending degree of visible surface porosity. Apply coats until surface porosity is eliminated.

4. APPLICATION OF COLORCOAT:

- A. Acrylic filler coats shall be applied on the clean, dry underlying surface in three applications to obtain a total quantity of not less than 0.15 gallons or more than 0.23 gallons per square yard, based on the material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured.
- B. The diluted material shall be homogeneous. Segregation before or during application will not be permitted.

- C. The finished surface shall have a uniform appearance and be free from ridges and tool marks.
 - D. Apply all applications using a rubber squeegee in the same direction not over 60' in length. For single color courts all applications will be parallel to the net. For two-tone courts, all applications will be applied to the shortest length.
 - E. Edges adjacent to buildings, sidewalks, and curbs not to be coated shall be adequately masked with tape or otherwise protected during each application. Awardee shall also erect appropriate temporary barriers to protect the coatings during drying and curing periods.
 - F. No work shall be performed during rainfall, or when rainfall or high humidity is imminent. No work shall be performed unless the temperature is at least fifty-five (55) degrees Fahrenheit and rising and no work shall be performed if the temperature of the surface to be coated exceeds one hundred forty degrees (140°) Fahrenheit.
 - G. Upon completion, the Awardee shall remove all containers, surplus materials and debris. All spills and over-runs shall be removed and the site left in a clean and orderly condition acceptable to the PPO Supervisor assigned.
5. **PLAY COURT PAVEMENT MARKING:** Awardee must use acrylic line paint for asphalt and color coated play courts. Bidders may submit manufacturer's literature, specifications, installation instructions and maintenance instructions with their bid submittal or upon request.
6. **APPLICATION OF LINE PAINT:** Two-inch wide lines must be precisely located, marked and brush painted. Use masking tape or templates to assure sharp accurate lines free of irregularities.
7. **MATERIAL HANDLING AND STORAGE:** Awardee must store materials under provisions of manufacturer's instructions and protect from extremes of weather, temperature, moisture, and other damage. Awardee is to deliver materials to site in manufacturer's original sealed containers with proper labels attached.
8. **GUARANTEE:** Awardee must provide a guarantee against defects in the materials and workmanship for a period of one year from the date of final acceptance, in addition to the provisions indicated in General Bid Specification 12.
9. **INSTALLER QUALIFICATIONS:**
- A. A firm that is regularly engaged in construction or resurfacing of all-weather tennis courts, play courts, tracks, or similar athletic surfaces and installing event or other line markings on those courts and surfaces.
 - B. Bidders must submit a minimum of three (3) references of completed projects for which the Bidder has performed, or is currently performing work, within the five (5) years prior to the ITB due date, similar in nature and size, as the scope of services being requested herein. (Also refer to Special Condition 39, References).
10. **ACCEPTABLE MANUFACTURERS OF PRODUCTS:**
- A. California Products Corporation
 - B. Advanced Polymer Technology Corporation
 - C. Nova Acrylic Sports USA
 - D. Truflex Recreational Coatings
 - E. Laykold
 - F. Bidders may submit manufacturer's literature, specifications, installation and maintenance instructions, as they relate to the above acceptable manufacturers of products, with their bid submittal or upon request. All products are to be used as per manufacturer's specifications without exception.
 - G. Products specified are to establish a standard of quality only and are not intended to limit or exclude other products. Comparable materials by other manufacturers may be submitted for approval by the PPO Supervisor assigned.
11. **WEATHER LIMITATIONS AND CLEAN UP:** To be completed according to Bid Specification 7, number 4F-G, above.

12. **INSPECTION:** Conduct an inspection with representatives of the court surfacing, line or event marking paint manufacturer in the presence of the PPO Supervisor assigned.

BID SPECIFICATION 8 (CONCRETE PLACEMENT SERVICE)

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

21. A 1-1/4" deep by 1/8" wide contraction/tool/trowel joint will be placed in proportion to the width of the sidewalk. (i.e., if the sidewalk is 5' wide, then the contraction/tool/trowel joint will be placed at intervals of 5'.
22. A 1" deep by 1/2" wide tooled expansion joint with pre-molded expansion joint material and 1/2" by 1/2" two-part traffic grade sealant with tooled finish will be installed every forty (40) linear feet, every four hundred (400) square feet or every sixth (6) contraction/tool/trowel joint, as appropriate.
23. Expansion joints will be installed where a sidewalk abuts a building, column, utility box, etc.
24. Any change of direction will require an expansion joint.
25. Sidewalks will be sloped 1/4" in 1'. All concrete flatwork shall be in accordance with all building codes and Florida accessibility codes as applicable.
26. The sidewalk surface will be lightly broom finished over the troweled finish.
27. Finished concrete work is to be sprayed with a concrete sealer/curing compound upon completion of finished work.
28. Removal of concrete walkways and curb shall include all necessary cutting, excavation and removal from the site. Locations of removal must be filled with sand if necessary to provide and even grade or provide a safe area, and is to include repair of all existing abutting surfaces.
29. Steel reinforcement for cast-in-place and reinforced masonry must comply with the American Concrete Institute ACI 315 and ACI 317, Chapter 7.
 - A. The quality of the steel reinforcement of concrete is governed by the following sources: American Concrete Institute, ACI 305, latest edition; Hot Weather Concreting, American Concrete Institute ACI 315, latest edition; Details and Detailing of Concrete Reinforcement, American Welding Society, ACI 318-95; Building Code Requirements for Structural Concrete and Concrete Reinforcing Steel Institute Manual of Standard Practice for Detailing Reinforced Structures, latest edition.
 - B. Products and materials must meet the following specifications: reinforcing bars, ASTM A615-Grade 60; welded wire fabric, ASTM A185; fabrication to comply with ACI 315 and ACI 318, Chapter 7.
 - C. Reinforcing must be installed in compliance with CRSI Manual of Standard Practice for Detailing Reinforced Concrete Structures, ACI 318, Chapter 7, and ACI 305.
 - D. Install corner reinforcing in beams and footings in corners of forty-five degrees (45°) or greater providing bent No. 5 bars with 30" legs, of the same number, as the continuous bars. Where continuous footings are interrupted by a pad footing, continue uninterrupted reinforcing through pad footing.

BID SPECIFICATION 9 (ASPHALT SEALCOATING)

ASPHALTIC CONCRETE SEALING/SEALCOATING:

2. **Surface Preparation:**
 - A. Small areas with holes, pits, scrapes, etc., or areas, which have been softened by petroleum derivatives, or areas which have failed due to any other cause: spot patch prior to seal coating by methods specified above.
 - B. Prior to applying the protective coating, ensure entire pavement surface is clean and free from dust, dirt, loose materials, grease, oil or any type of deleterious surface film.
 - C. Remove accumulations of oil or grease by cleaning with caustic solution. Flush away residue of caustic solution with pressurized water taking extreme care that all caustic solution is removed from the surface.

- D. Prime all oil spotted areas with a spot primer manufactured for this purpose by the seal coat manufacturer.
- E. Remove all painted stripes or markings on the bituminous surfaces to be coated by grinding or burning.
- F. After the bituminous surface has been patched, prepared, cleaned and spot primed, flush it with water to provide a damp surface, free from standing water, for the application of protective coats.
- G. Do not begin seal coating operations without inspection and approval of prepared bituminous surface by the Owner's Representative.

3. **Seal coat Application:**

- A. Thoroughly agitate or stir emulsion prior to and during application to assure a homogeneous consistency. Apply emulsion over the dampened pavement in two (2) coats.
- B. Apply emulsion by pouring in strips with a mechanical distributor or applicator approved by the emulsion manufacturer with subsequent spreading with squeegee or brush. Spray application is not acceptable.
- C. First coat: Sand-slurry mix achieved by the addition of silica sand at the maximum rate of eight (8) pounds per gallon of seal coat and a one percent (1%) by volume of an acrylic emulsion to help keep the sand in suspension, together with the continuous agitation provided by a tank equipped accordingly. Provide a uniform surface covering of 0.10 to 0.15 gallons per square yard.
- D. After the sand-slurry coat has cured sufficiently to prevent scuffing, displacement or picking up when driven over, apply select at the rate of 0.08 to 0.12 gallons per square yard and spread or brushed in a direction crosswise to that of the first coat. The two (2) coats comprise a total of from 0.20 to 0.30 gallons per square yard of surface.
- E. Avoid splashing emulsion on buildings, curbs, sidewalks, equipment, etc.
- F. After completing the seal coat, allow surface to cure for at least twenty-four (24) hours under good drying conditions before opening the area to regular use.

4. **Seal coating Materials:**

- A. Coal tar pitch emulsion:
 - i. Not more than fifty-three percent (53%) water and not less than forty-seven percent (47%) non-volatile mineral content.
 - ii. Conform to Interim Federal Specification R-P-355 with homogeneous consistency maintained by moderate stirring.
 - iii. Adhere to bituminous pavement when dried and set and resist loosening, peeling, or re-emulsification when subjected to immersion in water for a period of fourteen (14) days.
 - iv. Resist penetration or loss of adhesion after forty-eight (48) hours immersion in motor oil (SAE 10), jet fuel (J-4), standard gasoline or kerosene.
 - v. Resist sagging or blistering when subjected to heat of two hundred two (202) degrees Fahrenheit for one (1) hour.
 - vi. Acceptable Products:
 - 1. Jennite J-16.
 - 2. Koppers Super Pavement Sealer.

3. Star-seal.
 - vii. Other Manufacturers: Awardees must submit with their project specific response, any request(s) for substitution to the above acceptable products. All substitutions MUST be approved by the Physical Plant Operations Supervisor assigned to the project, before any work can commence.
- B. Sand: clean, dry silica sand of sandblasting quality which passes a #30 mesh, but is retained on a #65 mesh screen.
- C. Water: clean, fresh and potable.

★ PRODUCT BULLETIN



DESCRIPTION

STAR-SEAL is a heavy-duty coal tar sealer that is specifically designed to protect and beautify bituminous pavements. Composed of high temperature refined coal tar pitch, selected mineral fillers and surfactants, STAR-SEAL forms a tough, durable and flexible coating that protects asphalt pavements from the damaging elements of weather, water, salts, gas and other petrochemicals. STAR-SEAL provides an attractive, easy-to-clean, like-new surface.

CHARACTERISTICS

Asphalt is easily attacked and degraded by the sun's ultraviolet rays. The degradation process of asphalt begins as soon as the new pavement is installed and the surface oils decompose and dissipate. The process continues to attack asphalt in the deeper layers of the pavement. As a result, the aggregates break loose and cracks develop.

Water penetrates through the cracks and damages the pavement in subsequent freeze-thaw cycles. "Accumulation of moisture in the pavement structure is probably the greatest single cause of pavement distress" according to the Asphalt Institute.

Oil, gasoline, grease and automobile fluids soften asphalt giving rise to soft patches and holes in the pavement. The logical solution for the protection of asphalt surfaces is the use of a barrier coat that will not be attacked by the damaging elements of weather and chemicals. Refined Coal Tar Pitch, composed of saturated closed-ring polynuclear molecules, meets such criteria; and therefore it is used in the form of a clay emulsion for the protection and beautification of asphalt surfaces.

STAR-SEAL, a refined coal tar pitch emulsion sealer, seals out the damaging elements of weather and chemicals and keeps the vital oils and plasticizers locked in the pavement to keep them flexible and functional.

RECOMMENDED USES

On all asphalt surfaces, subject to moderate to heavy traffic and / or frequent abuse by harsh chemicals, gasoline, oil, grease, etc.. Such as Airports, Runways and Taxiways; Commercial and Industrial Parking Lots; Fast-Food Restaurants; Gas Stations; Recreational Areas; Residential Driveways.

PHYSICAL PROPERTIES AND CONSTANTS

PROPERTIES & CONSTANTS	STAR-SEAL	RP-355e SPEC.
Solids, % by weight	50(+/-)%	47-53
Ash, % of Solids by wt.	37(+/-)%	30-40
Solubility of Non-Volatiles in Carbon Disulfide	30(+/-).05	20 min.
Specific Gravity 25/25 C	1.22 (+/-).02	1.2 min.
Drying Time, Hrs.	7.0	8.0 max.
Appearance, wet	Dk. Brown	-
	semi-liquid	-
Color upon drying	Slate Black	-

SPECIFICATIONS AND STANDARDS

STAR-SEAL meets and/or exceeds...
 Federal Government Specifications RP-355e (GSA FSS), June 19, 1987.
 U.S. Air Force and F.A.A. State Specifications using coal tar emulsions for government projects and bridge decks.
 American Society for Testing and Materials (ASTM) D-3320-74T and D-490, COKE oven tar specification.

APPLICATION

STAR-SEAL must be applied to structurally sound pavements by experienced applicators. Asphalt pavement should be protected by two coats of STAR-SEAL, however, the quantities and coverage rates must conform to manufacturer's detailed specifications. Average coverage rates are 0.18 to .20 undiluted gallons per square yard. STAR MACRO-FLEX, latex additive and silica sand may be added for increased traction and durability.



1150 Milepost Road
 Columbus, Ohio 43228
 (614) 870-0744
 Fax (614) 870-0596
 800-758-1912

www.starseal.com

Good Seal Products Corp.
 2129 W. Morgan Ave.
 Milwaukee, WI 53221
 800-525-8876
Great Lakes Coatings
 1240 S. Crystal Ave.
 Benton Harbor, MI 49022
 800-545-7941
Hercules Sealcoat Mfg. Inc.
 6596 New Peachtree Rd.
 Doraville, GA 30340
 800-815-7668
Lonestar Sealcoat Mfg. Inc.
 14041 Christman Rd.
 Houston, TX 77039
 (281) 462-0050

McCormell & Associates
 1225 Iron St.
 N. Kansas City, MO 64116
 800-779-6666
McCormell & Associates
 2262 Front St.
 Plover, MO 63070
 636-475-7733
Pavement Coatings Inc.
 2120 N. Grand Ave.
 Evansville, IN 47711
 800-422-2554
Paving Maintenance Supply
 1616 East 37th Street North
 Wichita, KS 67219
 800-664-7674

Paving Maintenance Supply
 6600 N. Industrial Blvd.
 Edmond, OK 73034
 808-600-7674
Sasco Pavement Coatings
 718 N. Broadview Place
 Springfield, MO 65802
 800-798-0160
Southern Star Materials
 1801 W. 37th Place
 N. Little Rock, AR 72118
 501-771-0111
Star Seal of Florida
 2740 N.W. 56 Court
 Ft. Lauderdale, FL 33309
 800-432-6402

Star Seal of Minnesota Inc.
 1360 Meras Street
 Shakopee, MN 56379
 952-694-9151
Star Seal of New York
 5419 Esser Ave.
 Gasport, NY 14067
 800-436-8614
Star Seal of Ohio
 1400 Walcott Rd.
 Columbus, OH 43228
 601-676-1580
Star Seal of Tennessee
 405 Ocean Street
 Nashville, TN 37207
 677-251-7827

RECOMMENDED SYSTEMS

Usage Area	Coats	STAR SEAL Gals.	WATER Gals.	SAND Lbs.	MACRO-FLEX Gals.	COVERAGE RATE Mix Gals./Sq. Yd.
LOW TRAFFIC Home Driveways, parking stalls walkways, cart and bicycle paths, etc.	1st	100	30-40	200-300	0-3	0.15-0.20
	2nd	100	25-40	0-300	0-3	0.10-0.15
MODERATE TRAFFIC Driveways, parking lots, airfield and highway shoulders, gas station aprons, etc.	1st	100	30-50	300-500	0-4	0.15-0.20
	2nd	100	30-50	0-500	0-4	0.10-0.15
HEAVY TRAFFIC Industrial & commercial parking lots, airfield taxiways, service stations, etc.	1st	100	30-60	400-600	0-5	0.15-0.20
	2nd	100	30-60	400-600	0-5	0.15-0.20
	3rd	100	30-40	0-500	0-4	0.10-0.15

Prime Coat - For old, oxidized pavements, a primer coat is recommended. The suggested materials are noted below;

- a. STAR-SEAL, diluted with clean potable water in 1:3 volume ratio (sealer:water) applied at 0.04 to 0.06 Gal. (undiluted sealer) / Square Yard.
- b. STAR ONE STEP, diluted with clean potable water in 1:2 volume ratio (STAR ONE STEP:Water), applied at 0.05-0.08 gal. (mixed) / Square Yard.

CURING TIME

Will vary according to temperature and relative humidity at the time of application. Under ideal conditions (77 F and 50% R.H.) allow at least:

- 4 - 6 hours between coats.
- 24 hours after the application of the last coat, before opening to vehicular traffic.

WEATHER LIMITATIONS

- Surface and air temperature should be a minimum 50 F and rising.
- Do not apply on rainy, foggy, or extremely humid days, or if rain is in the forecast within 24 hours.
- Dampen the pavement with a fine mist of water if the surface temperature is over 85 F, to facilitate even spreading. Do not allow water to puddle on the surface.

PACKAGING

Bulk, 55-gallon drums, 5-gallon pails.

WARNINGS

Apply only to unsealed asphalt or areas previously sealed with a coal tar emulsion sealer.

Not recommended for steeply inclined driveways as surface may become slippery when wet.

Contains refined coal tar. May cause skin irritation. Avoid prolonged breathing of vapor. Keep away from eyes and mouth. If material gets into eyes, flush with water immediately and then consult a physician. If you should swallow material call emergency immediately. Consult Material Safety Data Sheet for details.

Keep container closed when not in use and dispose of container properly according to your local state and federal regulations.

PROTECT FROM FREEZING.

KEEP OUT OF REACH OF CHILDREN.

WARRANTY AND DISCLAIMER - These suggestions and data are based on information we believe to be reliable. They are offered in good faith, but without guarantee, as conditions and methods of use of our products are beyond our control. S.T.A.R. will not be responsible for any indirect or consequential damages. We will either replace or refund the purchase price in the event products are proven to be defective, at our option.

★ PRODUCT BULLETIN



CERTIFICATION OF TESTS

STAR-SEAL® Asphalt Pavement Sealer meets or exceeds the requirements of Federal Specification RP-355e. A sample of STAR-SEAL® was submitted to an independent testing laboratory, Chicago Testing Laboratory, Inc., and the results obtained on March 26, 1998 conclude that STAR-SEAL® complies with Federal Specification RP-355e. The Federal Specification RP-355e is covered under ASTM D5727-95.

The performance requirements and physical properties for the sealer remain unchanged in Federal Specification 355e and 355d. Only the American Society for Testing and Materials (ASTM) designations have been changed while maintaining the test procedures.

The results are as follows:

<u>Properties</u>	<u>RP-355e</u>	<u>STAR-SEAL</u>	<u>Status</u>
Water, %	53 Max	48.4	Pass
Non-volatile, %	47 Min	51.6	Pass
Ash of Non-volatile, %	30-40	38.5	Pass
Solubility of Non-volatiles, %	20 Min	30.9	Pass
Specific Gravity @ 25/25 C	1.20 Min	1.24	Pass
Drying Time, Hrs.	8 Max	5	Pass
Adhesion and Resistance to kerosene	no penetration no loss of adhesion	no penetration no loss of adhesion	Pass
Resistance to heat 2 hrs. @ 80 C	no blistering, sagging, or slipping	no blistering, sagging, or slipping	Pass
Flexibility	no flaking, cracking, or loss of adhesion	no flaking, cracking, or loss of adhesion	Pass
Resistance to Volatilization, % Loss	10% Max	9.52	Pass
Wet film continuity	free from coarse particles	free from coarse particles	Pass
Adhesion & Resistance to water	Pass	Pass	Pass

Chicago Testing Laboratory, Inc., concluded that "the submitted sample complies with Federal Specification RP-355e."

STAR, Inc., hereby certifies that STAR-SEAL® heavy duty pavement sealer meets and exceeds the requirements of Federal Specification RP-355e.

SPECIA



SPECIALTY TECHNOLOGY AND RESEARCH

1400 Walcutt Road
 Columbus, Ohio 43228
 (614) 870-0744
 Fax (614) 870-0598
 800-759-1912

www.starseal.com

Star-Seal of Florida, Inc.
 2740 Northwest 55th Court
 Fort Lauderdale, Florida 33309
 800-432-8402

Good Seal Products Corp.
 2129 W. Morgan Avenue
 Milwaukee, Wisconsin 53221
 800-525-8875

McConnell & Associates
 2252 Front St.
 Peverly, MO 63070
 836-475-7733

Star-Seal of New York, Inc.
 8419 East Avenue
 Gasport, New York 14057
 800-836-8614

Great Lakes Coatings, Inc.
 1240 S. Crystal Avenue
 Benton Harbor, Michigan 49022
 800-545-7941

Pavement Coatings, Inc.
 2120 North Grand Avenue
 Evansville, Indiana 47711
 800-422-9554

Star-Seal of Ohio, Inc.
 1400 Walcutt Road
 Columbus, Ohio 43228
 888-876-1590

Hercules Sealcoat Mfg., Inc.
 6596 New Peachtree Road
 Doraville, Georgia 30340
 770-455-6551

Paving Maintenance Supply, Inc.
 6300 N. I-35 Industrial Blvd.
 Edmond, OK 73034
 405-340-1438

McConnell & Associates
 1225 Iron Street
 Kansas City, Missouri 64116
 800-779-6096

Sasco Pavement Coatings, Inc.
 718 Broadway Place
 Springfield, Missouri 65802
 800-738-0160

SECTION 7, FORMS AND ATTACHMENTS

Please fill out all attachments below. Some attachments must be notarized.

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.

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

Personally known _____ or _____

Produced Identification _____ Notary Public – State of _____

_____ My commission expires: _____

(Type of Identification)

ATTACHMENT 3

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

Insurance Requirements. Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

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.

Workers' 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.

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 Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. 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. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

- New vendors will receive an email notification requesting account verification and insurance agent information.
- Existing vendors will receive an email notification of current status.

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

1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

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 agreement.

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 <input type="checkbox"/>	Savings <input type="checkbox"/>
-------------------	--------------------------------------	-------------------------------------

VENDOR AREA: Remittance Confirmation: (please select one) _____	Fax <input type="checkbox"/>	Email <input type="checkbox"/>
-----------------------------------------------------------------------	---------------------------------	-----------------------------------

Federal Identification No. Vendor _____	TAX ID# <input type="checkbox"/>	SS# <input type="checkbox"/>
--------------------------------------------	-------------------------------------	---------------------------------

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

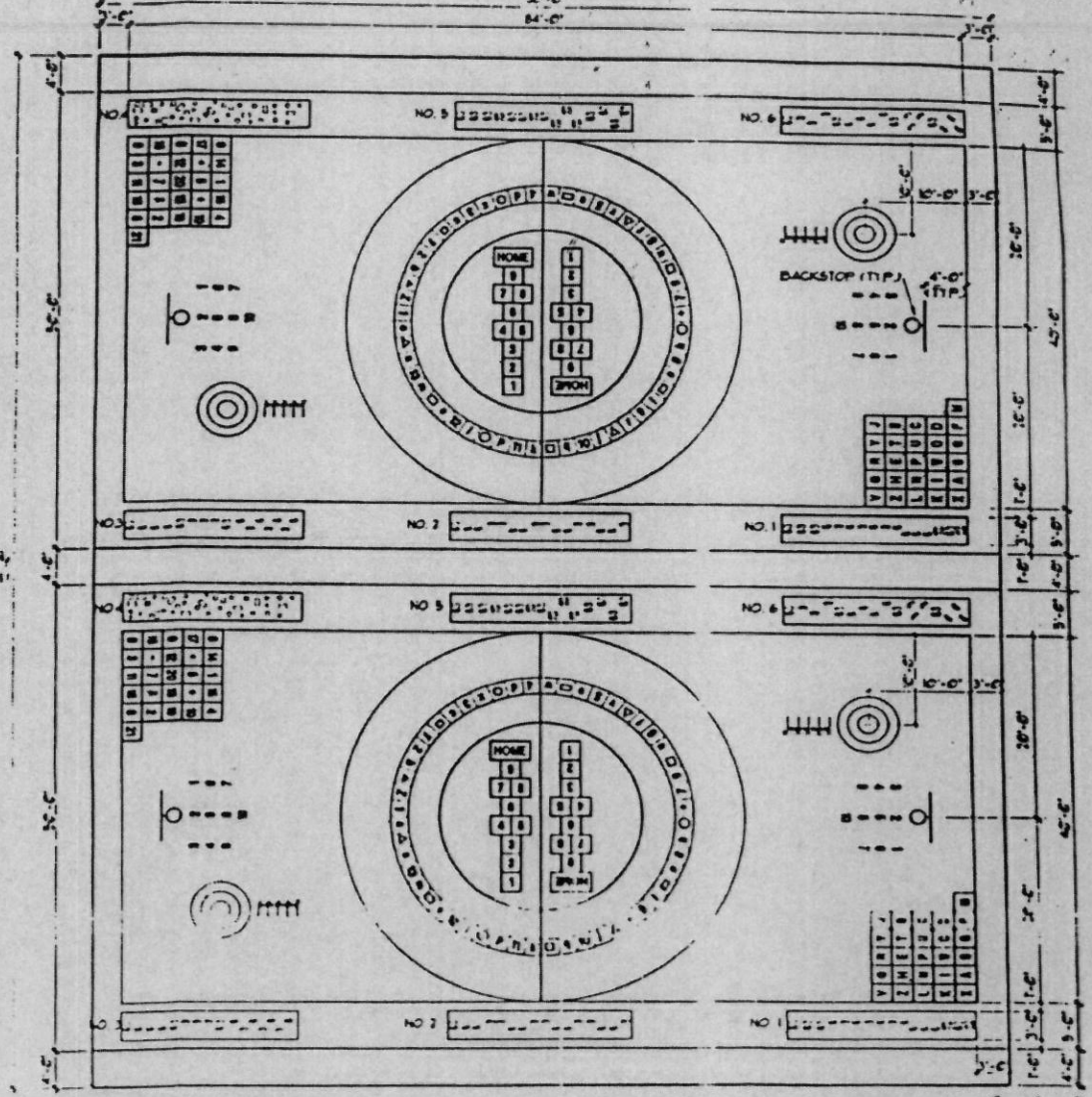
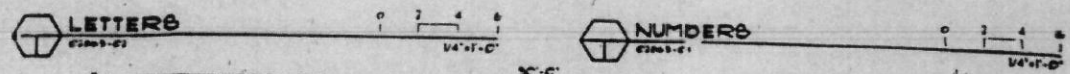
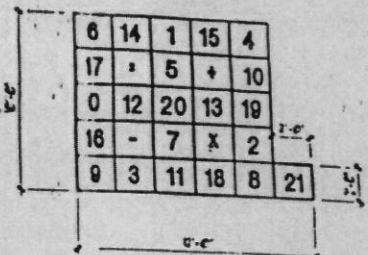
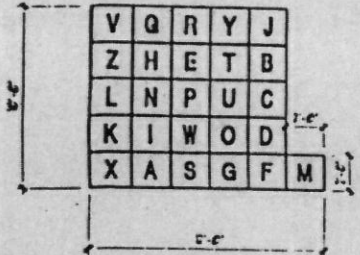
1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that 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.

EXHIBIT C

DRAWINGS

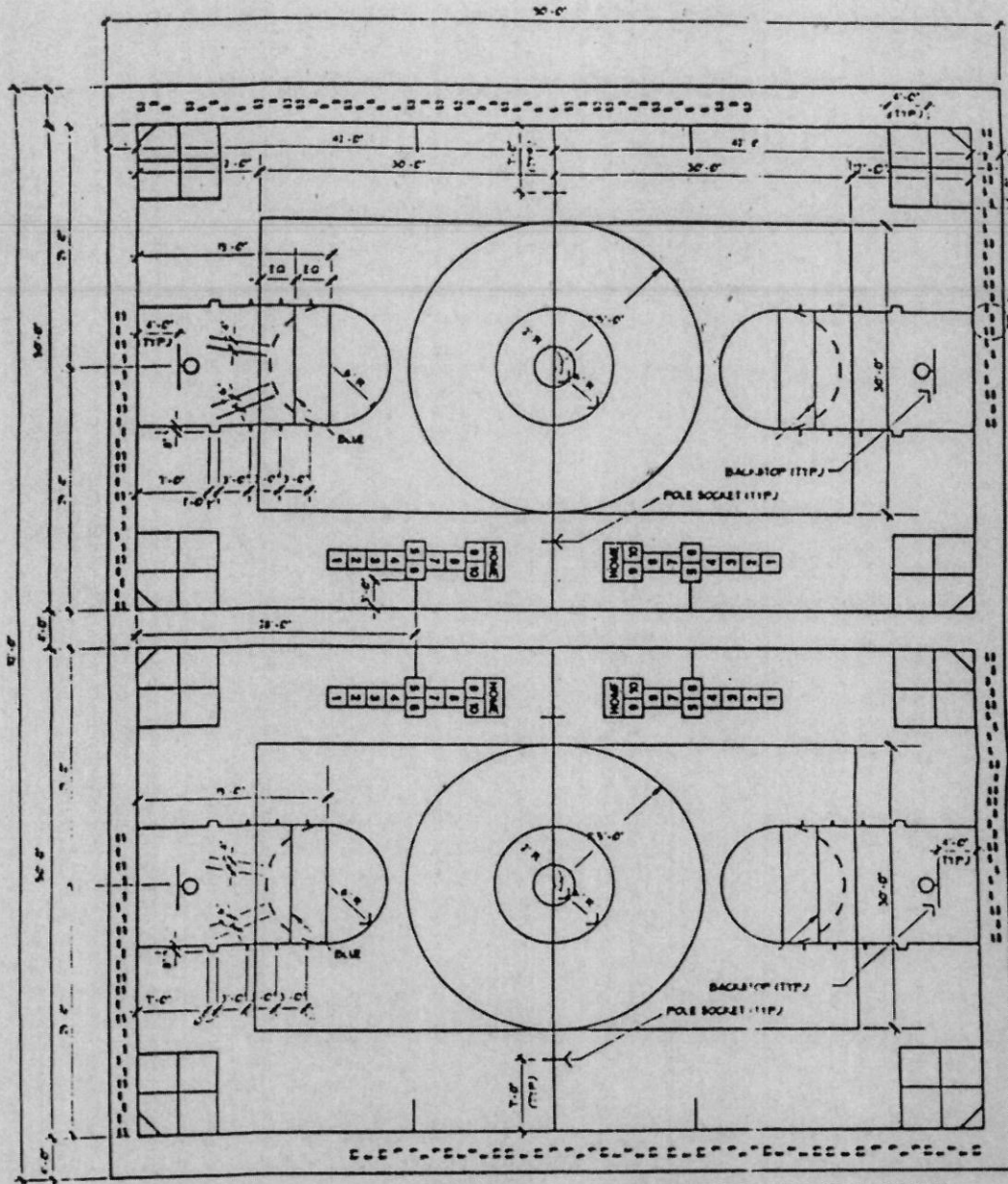
The School Board of Broward County, Florida
 ASPHALT & PLAYCOURT PAVING, REPAIRS, RESURFACING & STRIPING

PAGE 3



PRIMARY COURT

VENDOR NAME: _____
 IS/is



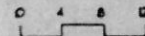
NOTE: ALL LINES 2" WIDE

COLOR SELECTIONS
 BASKETBALL - YELLOW
 ALL OTHERS - WHITE

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

INTERMEDIATE COURT

10/10/1850-10

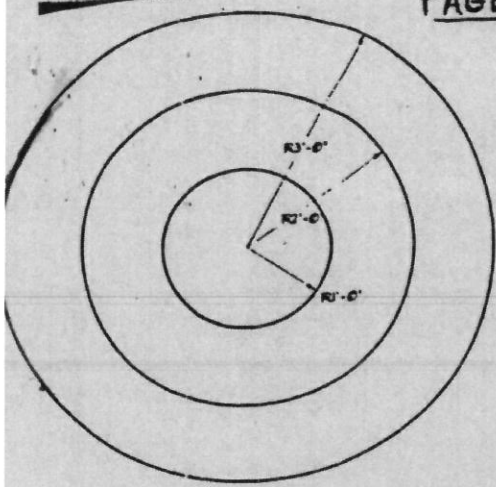


1/8" = 1'-0"

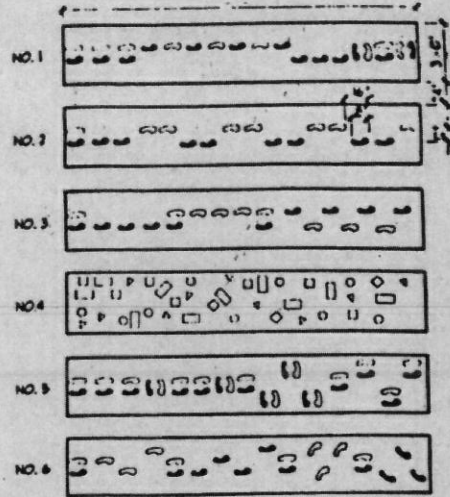
VENDOR NAME: _____
 IS/is

The School Board of Broward County, Florida
 ASPHALT & PLAYCOURT PAVING, REPAIRS, RESURFACING & STRIPING

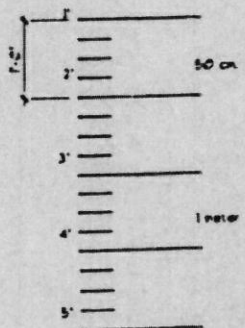
PAGE T



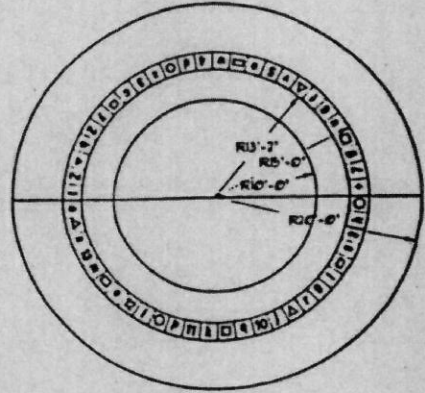
BEANBAG TARGET
 0 1 2
 1'-0"



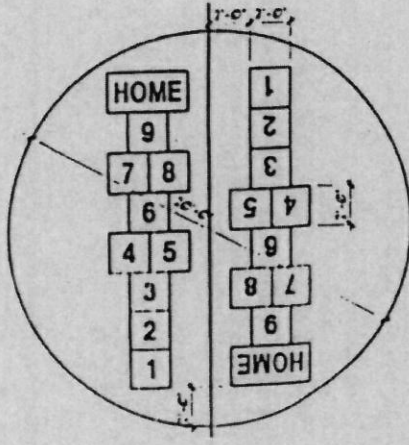
MOVEMENT PATTERNS
 0 2 4 6
 1/2'-0"



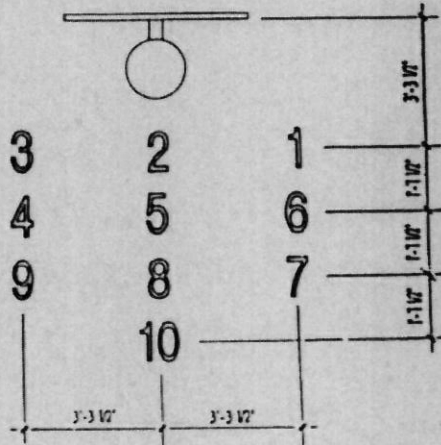
STANDING LONG JUMP
 0 1 2
 1'-0"



CIRCLE PATTERN
 0 4 8 12
 1/2'-0"



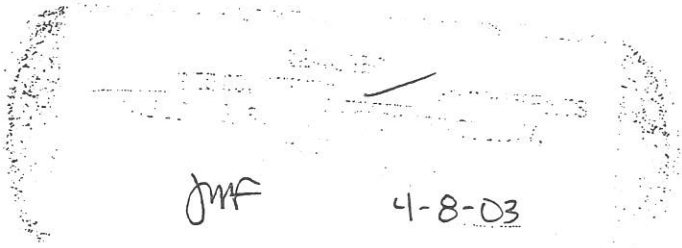
HOPSCOTCH
 0 2 4 6
 1/2'-0"

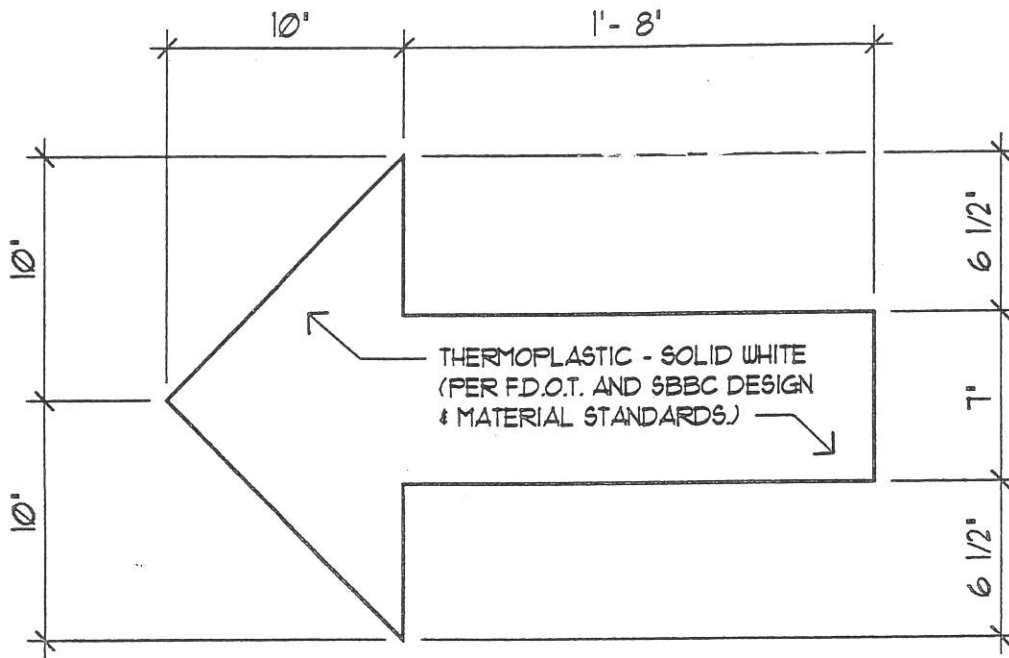


BUCKET AREA
 0 1 2 3
 1/2'-0"

CADD FILE NAME: PRIMARY	
ORIGINAL ISSUE DATE: 11 - 16 - 88	
NO.	DESCRIPTION
	BY
DATE	
NONE	
SEAL	
TITLE	NAME
PROJECT MANAGER	*
SR. DRAFTER	LAVOIE
COL. DRAFTER	HANEY
DESIGNER	DRAWER
HANDLER	VARAB
THE SCHOOL BOARD BROWARD COUNTY, FLO FACILITIES DEPARTM 1700 S.W. 14TH COUF FORT LAUDERDALE, FLO	
FACILITY VARIOUS	
PROJECT NAME -	
PROJECT No. -	
SHEET TITLE PRIMARY PLAYCOURT	

VENDOR NAME: _____
 IS/is


 jmf 4-8-03



TYPICAL TRAFFIC ARROW DETAIL

(SEE PLAN FOR LOCATION)

SCALE: 1 1/2" = 1'-0"

NOTE:

- 1) ALL PAINT SHALL BE MADE OF A HIGH INTENSITY REFLECTIVE MATERIAL AND SHALL MEET F.D.O.T STRIPING REQUIREMENTS.
- 2) ALL STRIPING F.D.O.T. ROADWAY & TRAFFIC DESIGN STANDARDS, INDEX NO. 17346.
- 3) LOCATE PER PLAN AND CODE REQUIREMENTS.



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

PROJECT TITLE:

Jmf
2/28/03

DRAWING TITLE:

TYPICAL TRAFFIC
ARROW DETAIL

APPROVED:

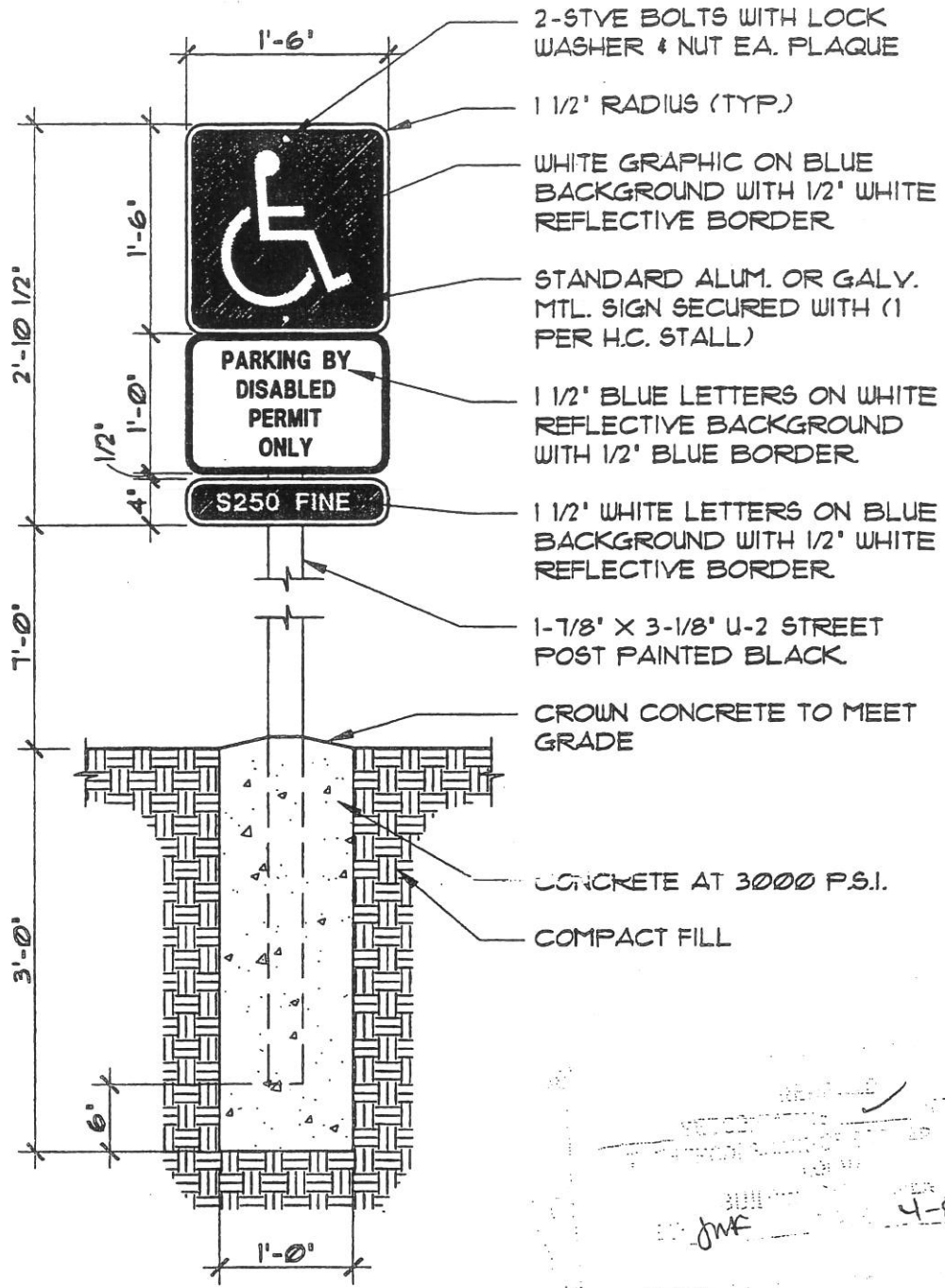
DATE: FEBRUARY 2003

DIVISION: 02-SITE WORK

DRAWN BY: J. A. MEJIAS

SCALE: 1 1/2" = 1'-0"

DWG.NO. G202606P



APPROVED: *[Signature]*
 DATE: 4-8-03
 JWE

TYPICAL HANDICAP PARKING SIGN

D.O.T. FTP-26

SCALE: 3/4" = 1'-0"

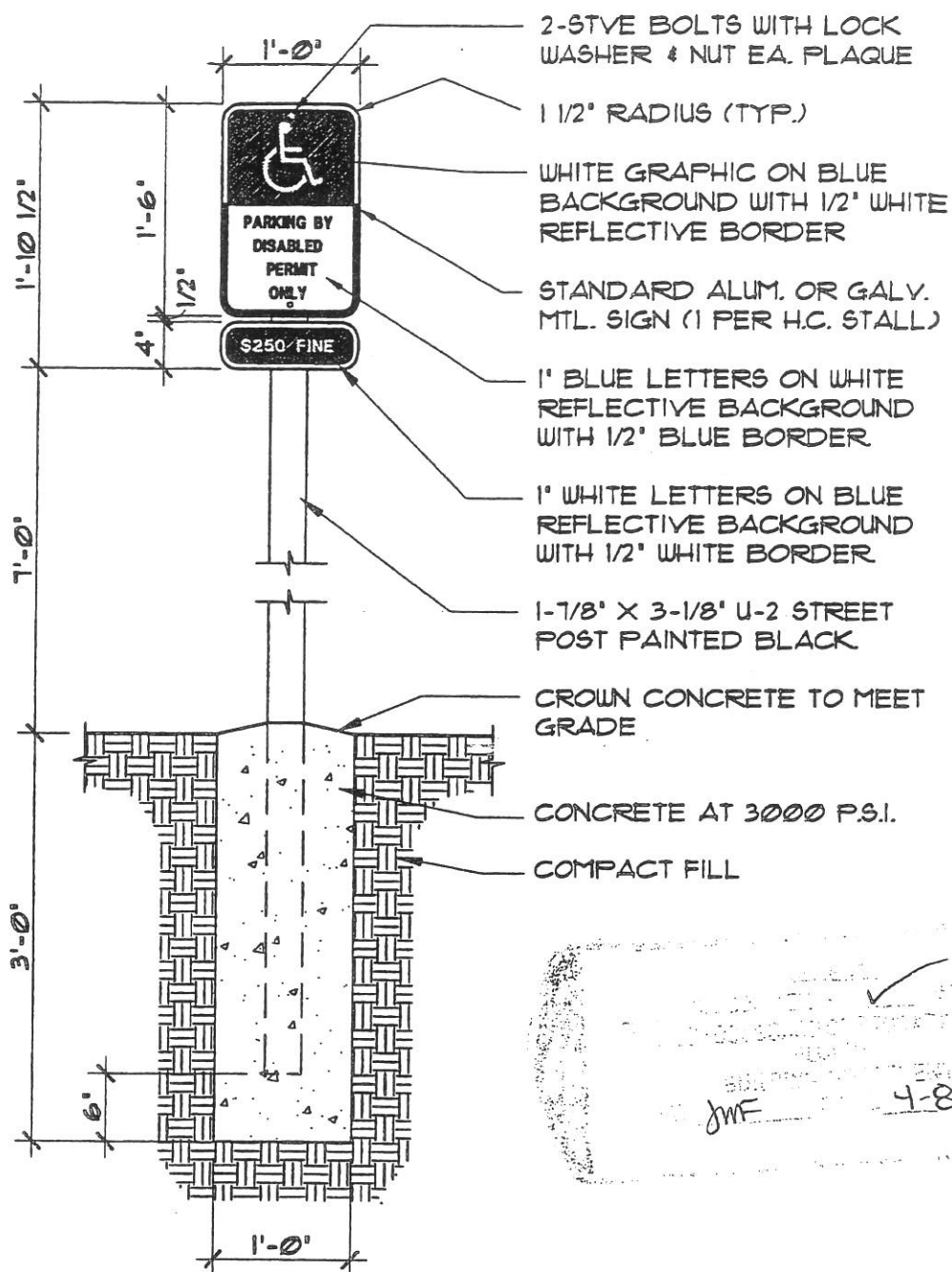
NOTE:
 LOCATION NOT TO INTERFERE W/ ACCESSIBLE ROUTE OR REQUIRED
 PARKING AREA. PROVIDE FDOT STANDARDS. SEE PLAN FOR MORE
 INFO.



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

PROJECT TITLE: *CPM 2/28/03*
 DRAWING TITLE:
 TYPICAL HANDICAP
 PARKING SIGN

APPROVED:
DATE: JANUARY 2003
DIVISION: 02-SITE WORK
DRAWN BY: LASANNE-J
SCALE: 3/4" = 1'-0"
CAD NAME: G204501X



- 2-STVE BOLTS WITH LOCK WASHER & NUT EA. PLAQUE
- 1 1/2" RADIUS (TYP.)
- WHITE GRAPHIC ON BLUE BACKGROUND WITH 1/2" WHITE REFLECTIVE BORDER
- STANDARD ALUM. OR GALV. MTL. SIGN (1 PER H.C. STALL)
- 1" BLUE LETTERS ON WHITE REFLECTIVE BACKGROUND WITH 1/2" BLUE BORDER
- 1" WHITE LETTERS ON BLUE REFLECTIVE BACKGROUND WITH 1/2" WHITE BORDER
- 1-7/8" X 3-1/8" U-2 STREET POST PAINTED BLACK
- CROWN CONCRETE TO MEET GRADE
- CONCRETE AT 3000 P.S.I.
- COMPACT FILL

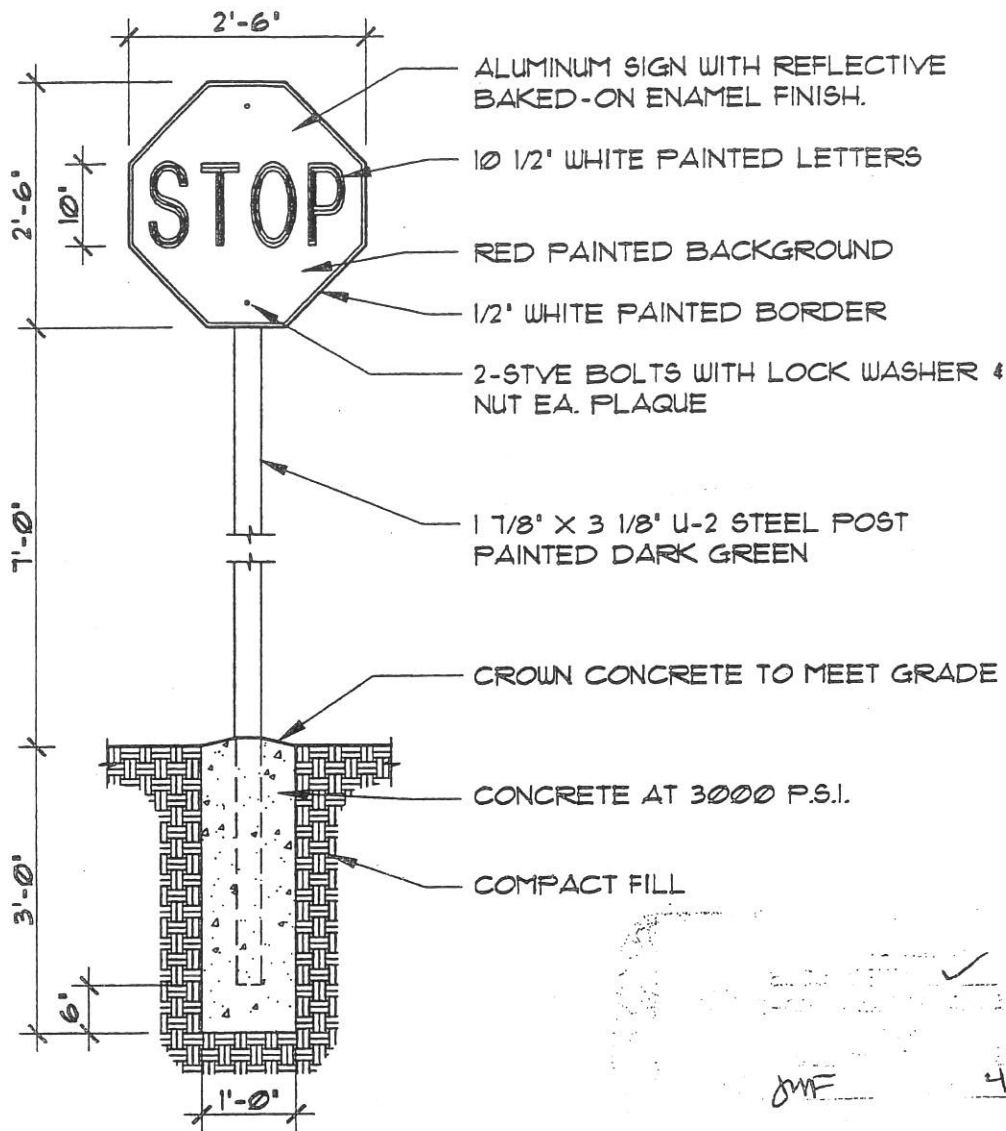
ALTERNATE HANDICAP PARKING SIGN

F.D.O.T. FTP-25
 (USE IN AREAS WHERE SPACE IS LIMITED)

SCALE: 3/4" = 1'-0"

NOTE:
 LOCATION NOT TO INTERFERE W/ ACCESSIBLE ROUTE OR REQUIRED PARKING AREA. PROVIDE FDOT STANDARDS. SEE PLAN FOR MORE INFO.

	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA	PROJECT TITLE: <i>900m 2/20/03</i>	APPROVED:
	FACILITIES DEPARTMENT 1700 S.W. 14th COURT FORT LAUDERDALE, FLORIDA	DRAWING TITLE: ALTERNATE HANDICAP PARKING SIGN	DATE: JANUARY 2003 DIVISION: 02-SITE WORK
			SCALE: 3/4" = 1'-0" CAD NAME: G204506X



TRAFFIC SIGN DETAIL

SCALE: 1/2" = 1'-0"

NOTE:
 LOCATE AWAY FROM CROSS PATH.
 LOCATE AWAY FROM DRIVE AREA.
 PROVIDE / CONFIRM FDOT STANDARDS.



THE SCHOOL BOARD OF
 BROWARD COUNTY, FLORIDA

FACILITIES DEPARTMENT
 1700 S.W. 14th COURT
 FORT LAUDERDALE, FLORIDA

PROJECT TITLE:

DRAWING TITLE:

TRAFFIC SIGN
 DETAIL

APPROVED:

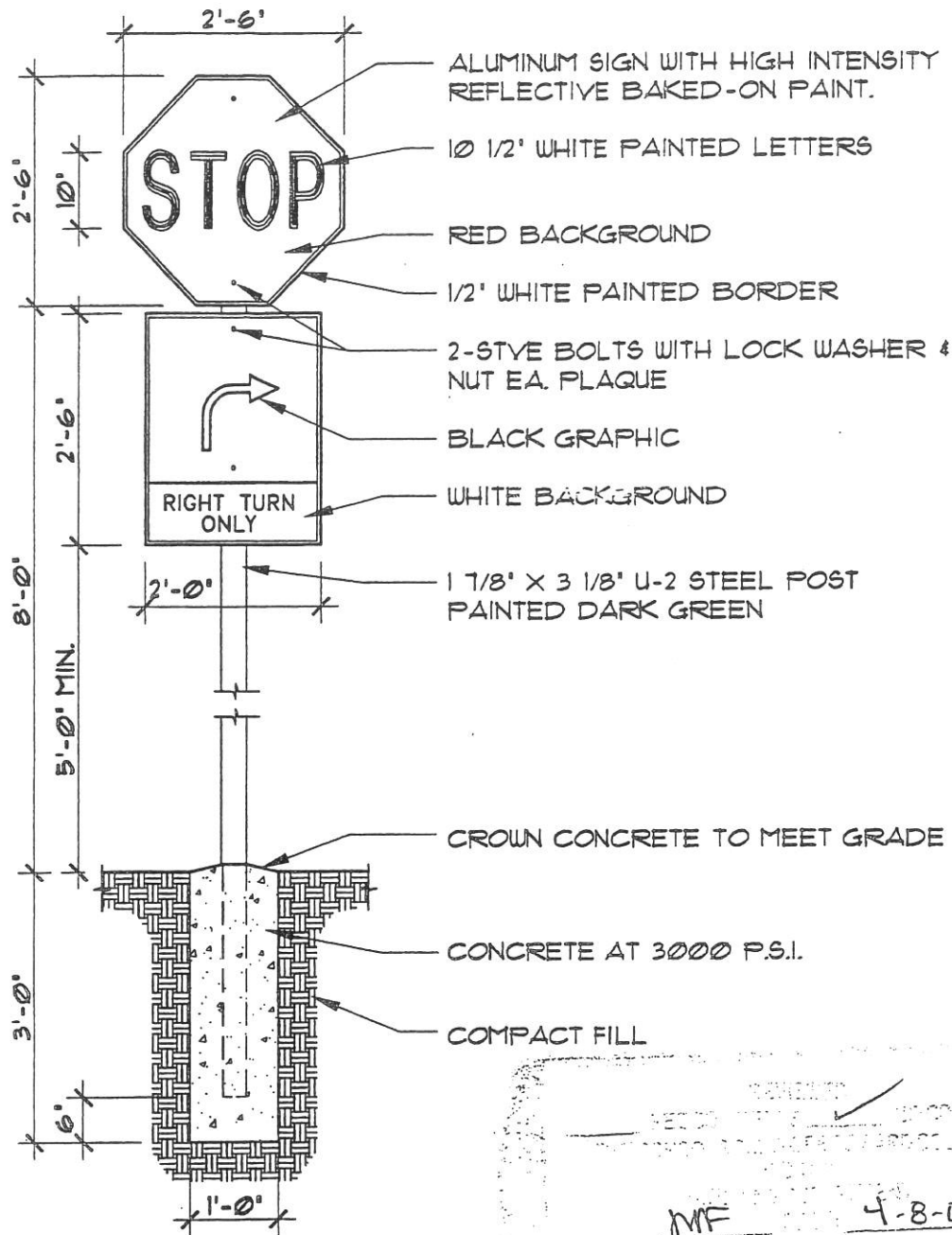
DATE: JANUARY 2003

DIVISION: 02-SITE WORK

DRAWN BY: LASANNE J

SCALE: 1/2" = 1'-0"

CAD NAME: G204504X



TRAFFIC SIGN DETAIL

(RIGHT TURN ONLY)

SCALE: 1/2" = 1'-0"

NOTE:
 LOCATE AWAY FROM CROSS PATH.
 LOCATE AWAY FROM DRIVE AREA.
 PROVIDE / CONFIRM FDOT STANDARDS.



THE SCHOOL BOARD OF
 BROWARD COUNTY, FLORIDA

FACILITIES DEPARTMENT
 1700 S.W. 14th COURT
 FORT LAUDERDALE, FLORIDA

PROJECT TITLE:

DRAWING TITLE:

TRAFFIC SIGN
 DETAIL

APPROVED:

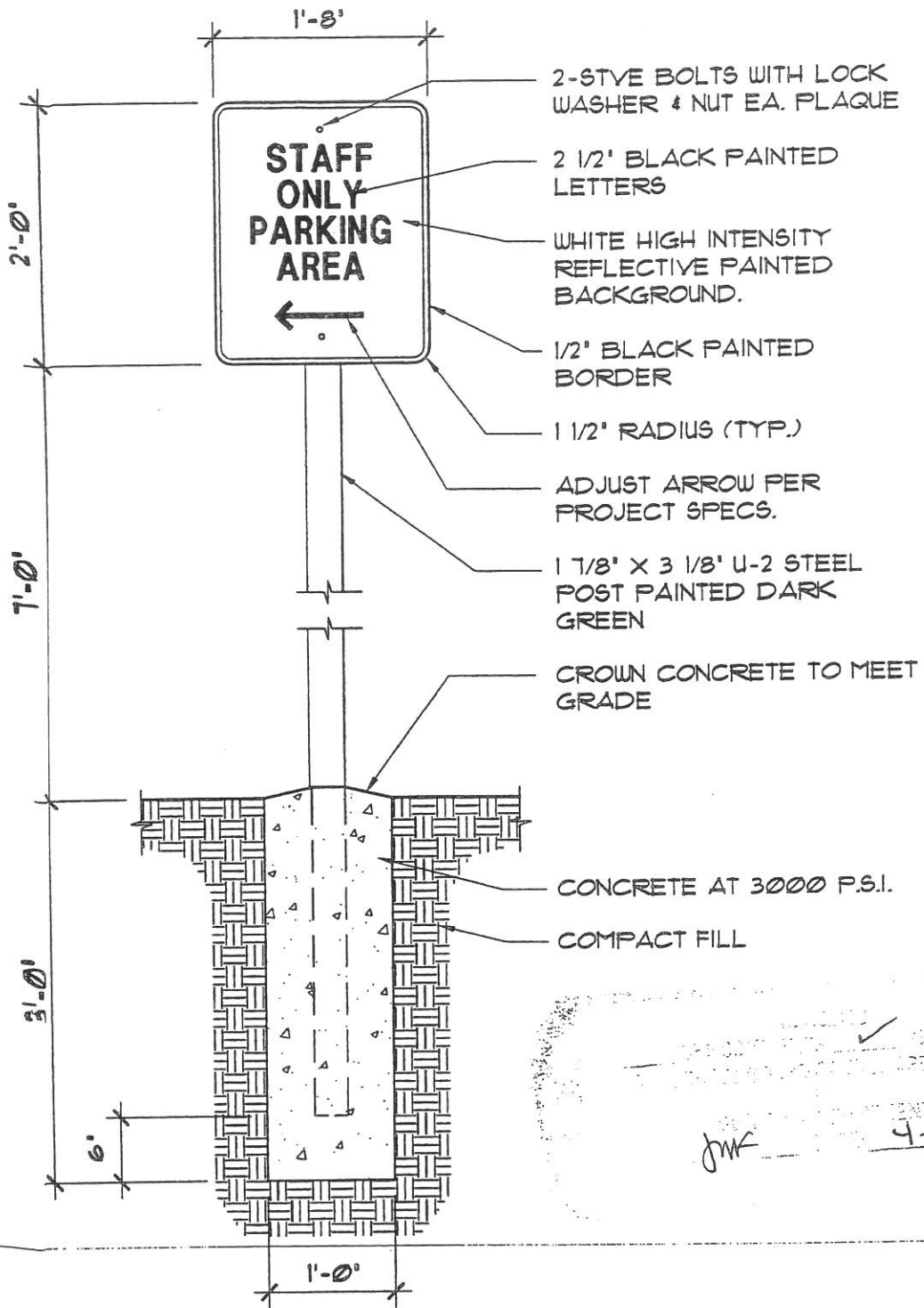
DATE: JANUARY 2003

DIVISION: 02-SITE WORK

DRAWN BY: LASANNE J

SCALE: 1/2" = 1'-0"

CAD NAME: G204505X



2-STVE BOLTS WITH LOCK WASHER & NUT EA. PLAQUE

2 1/2" BLACK PAINTED LETTERS

WHITE HIGH INTENSITY REFLECTIVE PAINTED BACKGROUND.

1/2" BLACK PAINTED BORDER

1 1/2" RADIUS (TYP.)

ADJUST ARROW PER PROJECT SPECS.

1 7/8" X 3 1/8" U-2 STEEL POST PAINTED DARK GREEN

CROWN CONCRETE TO MEET GRADE

CONCRETE AT 3000 P.S.I.

COMPACT FILL

JMK

4-8-03

SIGN DETAIL

SCALE: 3/4" = 1'-0"



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

PROJECT TITLE:

CPM
2/28/03

DRAWING TITLE:

SIGN
DETAIL

APPROVED:

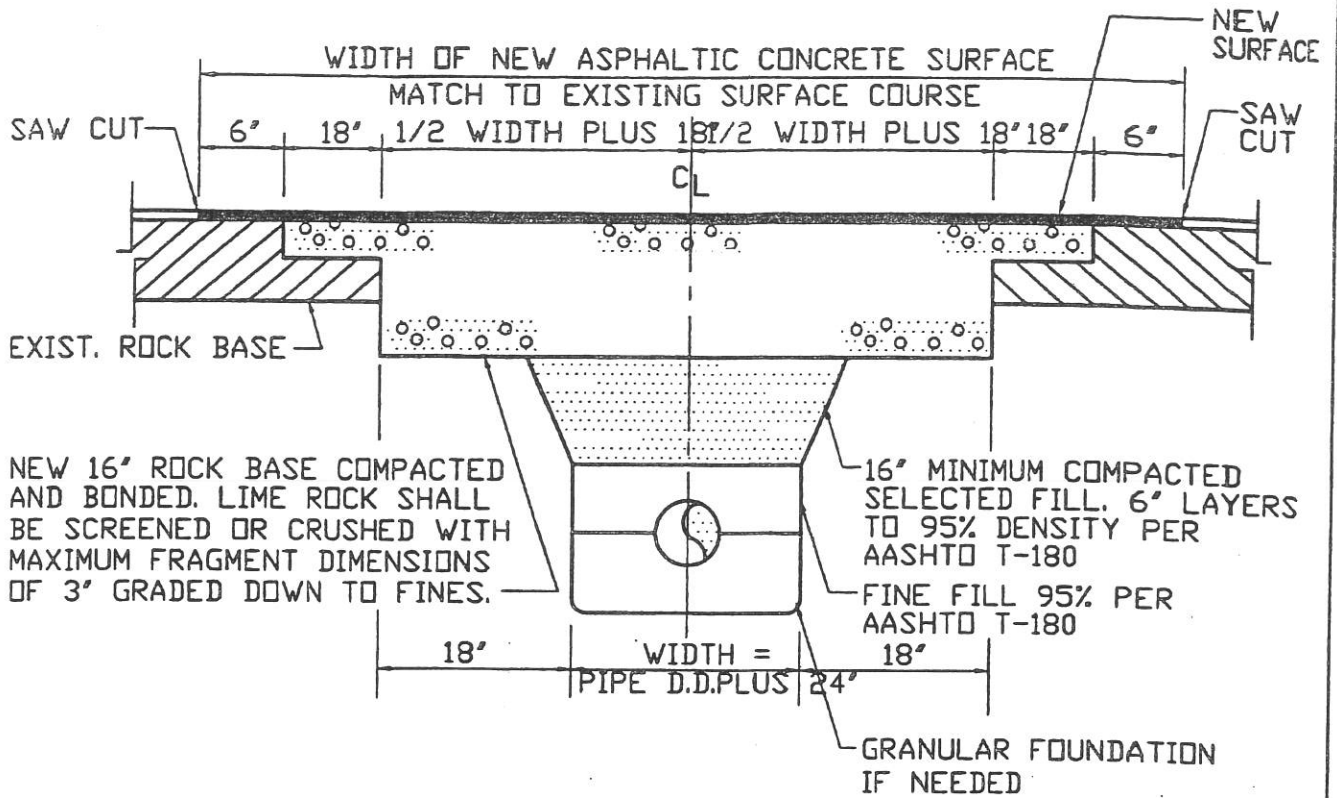
DATE: JANUARY 2003

DIVISION: 02-SITE WORK

DRAWN BY: LASANNE J

SCALE: 3/4" = 1'-0"

CAD NAME: G204502X



PAVEMENT RESTORATION

NTS

NOTES:

1. IF THE DITCH IS FILLED TEMPORARILY IT SHALL BE COVERED WITH 2" ASPHALTIC CONCRETE TO KEEP MATERIAL FROM RAILING. UNTIL REPLACED WITH A PERMANENT PATCH.
2. IF MORE THAN 50% OF THE PAVEMENT IS DAMAGED. THE ENTIRE PAVEMENT MUST BE REMOVED AND REPLACED.
3. BASE MATERIAL SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER AASHTO T-180 .

4-8-03
 JMC



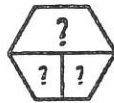
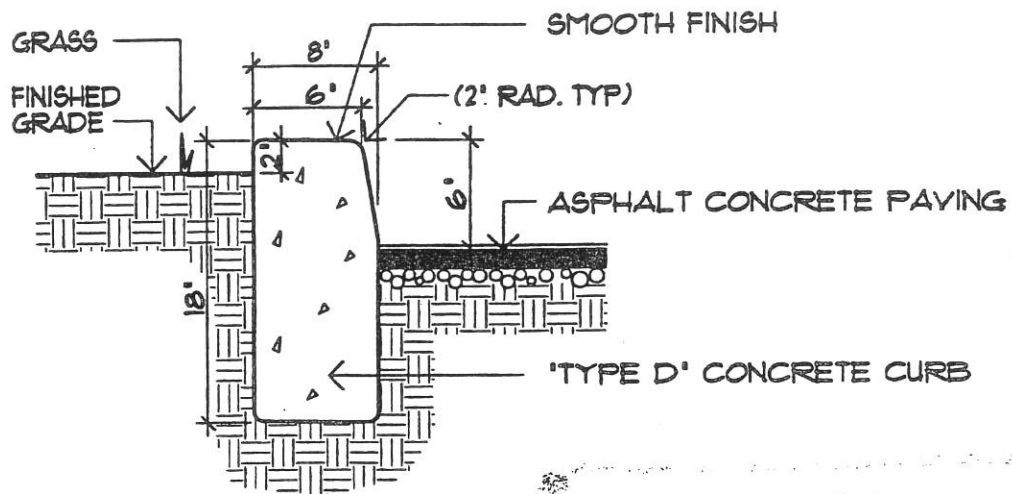
THE SCHOOL BOARD OF
 BROWARD COUNTY, FLORIDA
 FACILITIES DEPARTMENT
 1700 S.W. 14th COURT
 FORT LAUDERDALE, FLORIDA

PROJECT TITLE:

DRAWING TITLE:

Handwritten signature and date: 2/28/03

APPROVED:
DATE: JANUARY 2003
PROJ. NO.
DRAWN BY: LASANNE J.
SCALE: NOT TO SCALE
DWG. NO.: CIVDET1-2



TYPICAL CURB DETAIL

SCALE: 1" = 1'-0"

JWF

4-8-03

NOTE:

1. LOCATION & BREAKS TO BE COORDINATED W/ PLAN DRAWINGS.
2. CONTROL JOINTS OF 1/8" AT 10' CENTER FOR FULL DEPTH.
3. DEMOUNTABLE CURB IS ADVISED FOR DROP-OFF PEDESTRIAN AREAS.



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

PROJECT TITLE:

Handwritten signature and date:
2/28/03

DRAWING TITLE:

TYPICAL
CURB DETAIL

APPROVED:

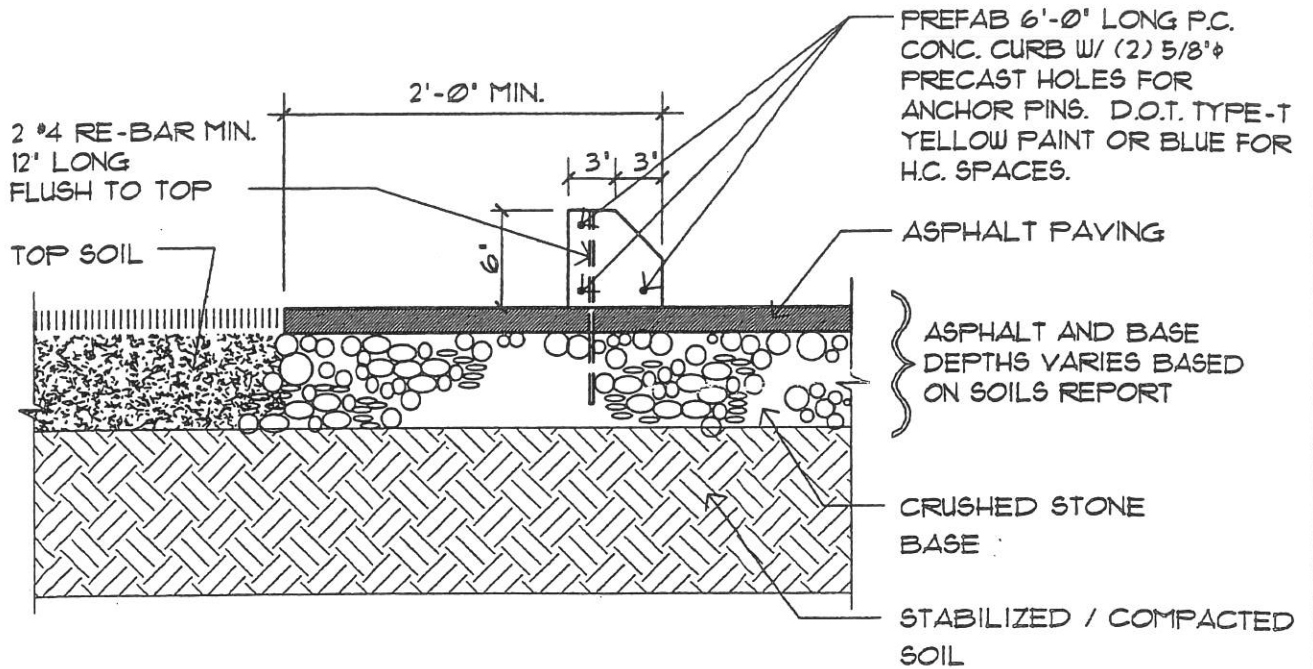
DATE: JANUARY 2003

DIVISION: 02-SITE WORK

DRAWN BY: LASANNE J

SCALE: 1" = 1'-0"

CAD.NAME: G202607X



TYPICAL WHEEL STOP DETAIL

(NOT FOR HANDICAP STALL)

SCALE: 1" = 1'-0"

NOTE:

LOCATE AT CENTER OF PARKING STALL.

SEE PLAN FOR PARKING STALL SIZE & STRIPING.

APPROVED: *[Signature]*
 DATE: 4-8-03



THE SCHOOL BOARD OF
BROWARD COUNTY, FLORIDA

FACILITIES DEPARTMENT
1700 S.W. 14th COURT
FORT LAUDERDALE, FLORIDA

PROJECT TITLE:

DRAWING TITLE:

TYPICAL WHEEL
STOP DETAIL

APPROVED:

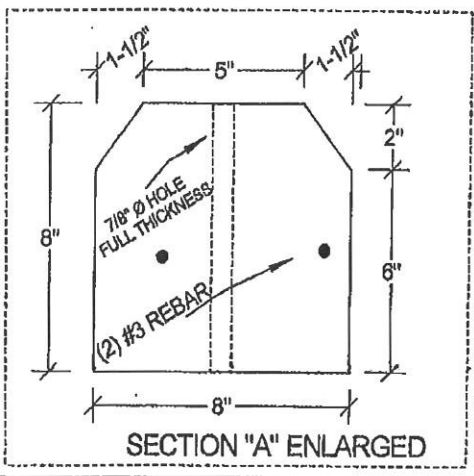
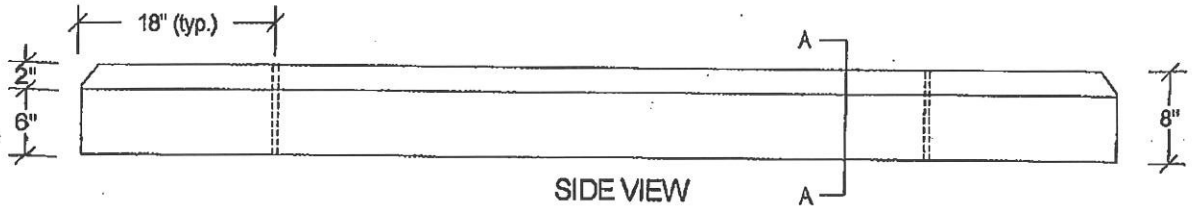
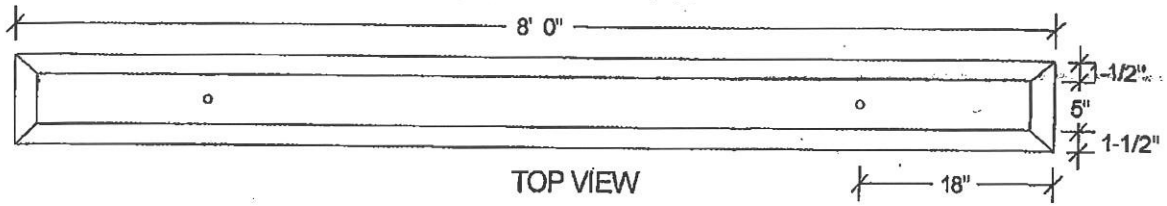
DATE: JANUARY 2003

DIVISION: 02-SITE-WORK

DRAWN BY: LASANNE J

SCALE: 1" = 1'-0"

CAD.NAME: G202602X



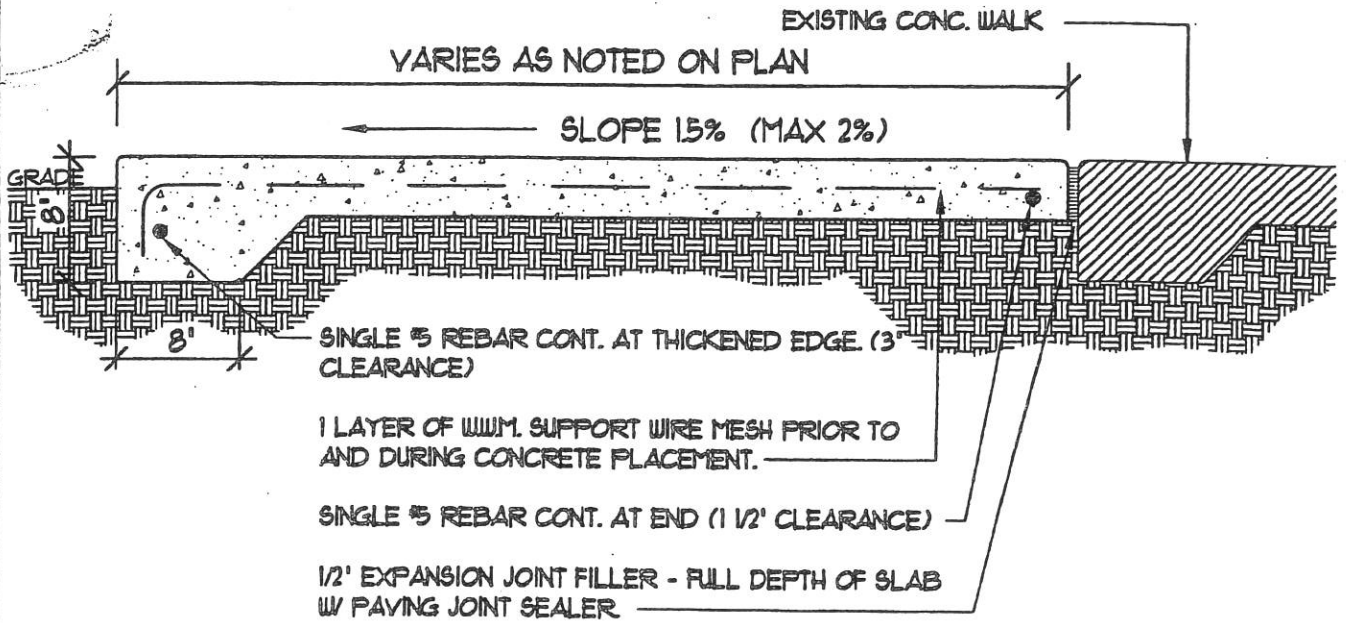
SMALL TRUCK WHEELSTOP

5000 PSI GRAY CONCRETE
SCALE: 1" = 1'

NOTES:

- NEW 4" THICK CONCRETE WALKWAY WITH 8" THICKENED EDGE. PROVIDE 6' X 6' W 1.4 X W 1.4 ON WELL COMPACTED FILL FREE OF ORGANIC MATTER
- ALL CONCRETE SHALL HAVE A BEARING CAPACITY OF 3000 P.S.I., #51 STONE MAX W/C RATIO OF 0.6. PROVIDE CONTROL JOINTS EQUAL TO SIDEWALK WIDTH AND 1/3 SLAB THICKNESS. 1/8" THICK SAW CUTS EVERY 4TH JOINT.
- AT EXPANSION JOINTS, PROVIDE EXPANSION FILLER TO FULL DEPTH OF SLAB WITH 1/2" PAYING JOINT SEALER
- 1/8" WIDE CONTROL JOINTS SHALL BE CUT OR SCORED TO 1/3 SLAB THICKNESS.
- NEW WALKWAY FINISH ELEVATION TO MATCH THAT OF EXISTING WALKWAY W/ FLUSH CONDITION. SLOPE NEW WALKWAY PER PLAN.
- MIN #5 BAR SPLICES SHALL BE 24" O.C., TOP SURFACE SHALL RECEIVE A LIGHT BROOM FINISH AS A MINIMUM OR MATCH EXISTING.
- NEW CONCRETE WALK SHALL BE 6" THICK AT DRIVEWAYS AND HEAVY TRAFFIC AREAS. SEE PLAN FOR OTHER SLAB THICKNESSES.
- NEW CONCRETE WALK SHALL BE 2" ABOVE GRADE.

COMMENTS
 4-8-03
 JMA




TYPICAL CONCRETE WALKWAY ADDITION.
 (SLOPE LESS THAN 1:20, FORWARD) SCALE: 1"=1'-0"



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

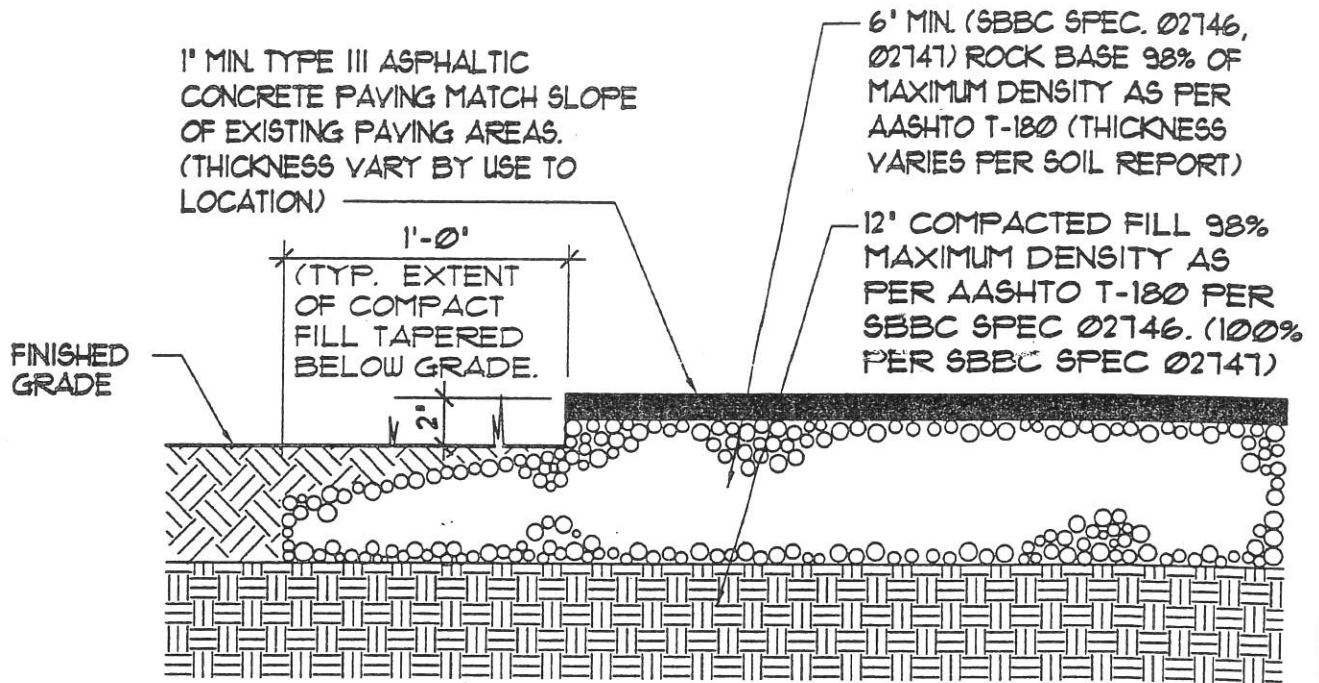
PROJECT TITLE: *CPM 2/28/03*
 DRAWING TITLE:
TYPICAL CONCRETE WALKWAY ADDITION



APPROVED:
DATE: JANUARY 2003
DIVISION: 02-SITE WORK
DRAWN BY: LASANNE J
SCALE: 1" = 1'-0"
CAD.NAME: G202612X-1

PROVIDE URETHANE BASE AND COURT MARKINGS ON THE FOLLOWING SURFACES AS REQUIRED. SURFACES MAY REQUIRE ALTERNATE SUBSTRATE PREPARATION.

- 1) PLAYCOURTS: COLOR SURFACE FOR PLAYCOURTS
- 2) TENNIS COURTS: COLOR SURFACE FOR TENNIS COURTS
- 3) RUNNING TRACKS: RUNNING SURFACE FOR TRACK



ASPHALT PAVING DETAIL
 (PLAY COURTS AND TRACKS) 1 1/2" = 1'-0"

REVIEWED
 COMMENTS

JMF 4-8-03

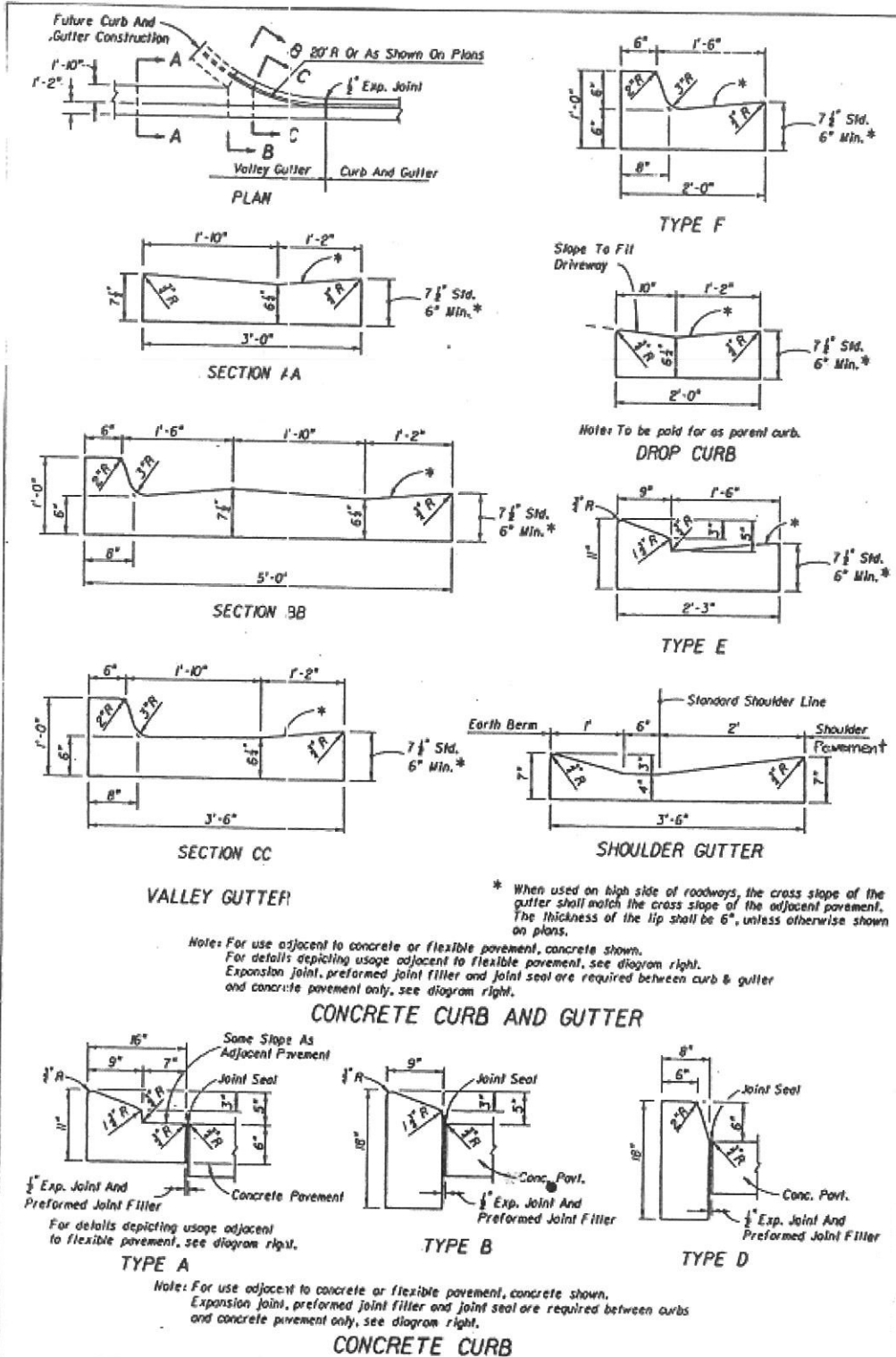


THE SCHOOL BOARD OF
 BROWARD COUNTY, FLORIDA
 FACILITIES DEPARTMENT
 1700 S.W. 14th COURT
 FORT LAUDERDALE, FLORIDA

PROJECT TITLE:
 2/28/03
 DRAWING TITLE:
 ASPHALT PAVING
 DETAIL

APPROVED:
DATE: FEBRUARY 2003
DIVISION: 02-SITE WORK
DRAWN BY: LASANNE J
SCALE: 1-1/2" = 1'-0"
CAD.NAME: G204211Xa

The School Board of Broward County, Florida
ASPHALT & PLAYCOURT PAVING, REPAIRS, RESURFACING & STRIPING



VENDOR NAME: _____
 IS/IS