



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 • TEL 754-321-0505 • FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

www.BrowardSchools.com

The School Board of
Broward County, Florida

Nora Ruppert, Chair
Heather P. Brinkworth, Vice Chair

Robin Bartleman
Abby M. Freedman
Donna P. Korn
Patricia Good
Laurie Rich Levinson
Ann Murray
Dr. Rosalind Osgood

2/23/2018

Dear Prospective Bidders,

SUBJECT: Instructions to Bidders

Robert W. Runcie
Superintendent of Schools

Invitation to Bid: 18-146F ATHLETIC TRACK – MAINTENANCE, REPAIR, RESURFACE & INSTALLATION SERVICES

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 **Athletic Track – Maintenance, Repair, Resurface & Installation 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>.

- **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

TABLE OF CONTENTS

INVITATION TO BID/SECTION 2, SUBMITTAL REQUIREMENTS.....	1
SECTION 3, GENERAL CONDITIONS	2
SECTION 4, SPECIAL CONDITIONS	8
SECTION 5, BID SUMMARY SHEET.....	15
SECTION 6, GENERAL SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS.....	16
SECTION 7, FORMS AND ATTACHMENTS.....	25
REFERENCES	26
ATTACHMENT 1	27
DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR.....	27
CONTRACTUAL RELATIONSHIP	27
ATTACHMENT 2	28
DRUG FREE WORKPLACE	28
ATTACHMENT 3	29
MINIMUM LIMITS OF INSURANCE REQUIREMENTS	29
ATTACHMENT 4	30
W-9 Form	30
ATTACHMENT 5	31
ACH Payment Agreement Form (ACH CREDITS).....	31
SECTION 8, STATEMENT OF "NO BID".....	32
EXHIBIT A1.....	33
MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE).....	33
PARTICIPATION FORM	33
EXHIBIT A2.....	34
Monthly M/WBE Subcontractor Utilization Report.....	34
EXHIBIT B.....	35
CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS.....	35
INSTRUCTIONS FOR CERTIFICATION	36
EXHIBIT C.....	37
BCAA LOGO.....	38

	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: 5/11/2018 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.	ITB NO.: 18-146F	RELEASE DATE: 2/23/2018	PURCHASING AGENT: Gilberto Gonzalez
BID TITLE: ATHLETIC TRACK – MAINTENANCE, REPAIR, RESURFACE & INSTALLATION 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. <input type="checkbox"/> 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.	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"> Signature of Authorized Representative (Manual) </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"> Name of Authorized Representative (Typed or Printed) </div> <div style="border-bottom: 1px solid black;"> Title </div>

SECTION 2 – Submittal Requirements

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

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Bid Summary Sheet | <input checked="" type="checkbox"/> S/M/WBE Participation Exhibit A | <input checked="" type="checkbox"/> W-9 Form |
| <input checked="" type="checkbox"/> Conflict of Interest Form Section 7, Attachment 1 | <input checked="" type="checkbox"/> Certificate of Debarment General Condition 45 | <input checked="" type="checkbox"/> Special Condition 35 |
| <input checked="" type="checkbox"/> Descriptive Literature Special Condition 41 (If applicable) | <input checked="" type="checkbox"/> References - Proof of experience Special Condition 39 | <input checked="" type="checkbox"/> Licensure/Certifications Special Condition 2, and General Condition 13 |

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 or before 5/18/2018 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/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.**
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.**
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

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

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

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

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

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

SECTION 4, SPECIAL CONDITIONS

1. **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires bids on the purchase of **ATHLETIC TRACK – MAINTENANCE, REPAIR, RESURFACING AND INSTALLATION SERVICES** as specified herein. Unit prices quoted shall include on-site service to be performed at 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/CD with exception to the Bid Summary Spreadsheet, which must be both in the original PDF file as well as a separate attachment in 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/CERTIFICATIONS:** All Bidders **must include with their bid evidence of the following:**
 - A. The Bidder is a member in good standing with the American Sports Builders Association (ASBA); **and**
 - B. Have a minimum of one Certified Tracker Builder (CTB) on staff as designated by the ASBA; **and**
 - C. Be qualified with a Florida County issued Certificate of Competency in Painting Interior and Exterior (Limited to Synthetic Athletic Surfacing); **and**
 - D. State of Florida Licensed General Contractor; **or**
 - E. Florida County Registered General Contractor; **or**
 - F. Florida County Registered General Engineered Construction Builder; **or**
 - G. Florida County Registered 3C Contractor; **or**
 - H. Florida County Registered 3E Contractor

Upon award, for work in Group B items 6 through 14 (Asphalt Repair/Resurfacing), the Awardee(s) must provide proof of licensing for any and all subcontractors that may be hired before any notice to proceed can be issued to perform the work. Subcontractor must hold an equal or lesser category license than the Awardee.

The Awardee and any subcontractor(s) employed by the Awardee must maintain current licenses, permits, certificates, approvals and be current with all charges and taxes which may be required by local, state or federal agencies.

Copy of appropriate license(s) and certification(s) shall be provided with the bid submittal. Failure to submit the required license(s) and certification(s) may result in bid disqualification. (Also refer to General Condition 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, Environmental Protection Agency (EPA), and/or other local, federal, or State of Florida rules, regulations or other requirements, as applicable.
4. **TERM:** The award of this bid shall establish a contract for the period **beginning 7/1/2018 and continuing through 6/30/2021**. 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.
5. **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 ATHLETIC TRACK – MAINTENANCE, REPAIR, RESURFACE & INSTALLATION 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.

6. **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 March 16, 2018.** 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.
7. **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 17 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
8. **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.
9. **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.
10. **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.
11. **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.
12. **SUBCONTRACTING:** Awardees **may not subcontract** any 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.

13. **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.
14. **FLORIDA BIDDER'S PREFERENCE:** General Condition 1 (d) does not apply to this Bid as no personal property is being purchased.
15. **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 Custodial-Grounds Department, ATTN: Invoice Processing, 3897 N.W. 10th Avenue, Oakland Park, 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.

16. **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.**
17. **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.
18. **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.
19. **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.

- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. COOPERATION WITH SBBC:** SBBC reserves the right to supervise all services, repairs and/or installation required under this contract and to provide the requisite parts from SBBC stock. SBBC also reserves the right to have SBBC personnel assist and work together with awardee's personnel when it is deemed in the best interest of SBBC. This Special Condition will NOT void ANY warranty provisions or Bid Specifications state in this document.
- 25. CORRECTION OF REPAIR WORK:** Awardees shall re-execute any work that fails to conform to the requirements of the bid and any deficiencies that may appear during the progress of the job and shall remedy any defects due to faulty workmanship, which may appear within a period of one (1) year from the date of completion and acceptance. The Awardee(s) may be liable to SBBC for the cost of materials that may be required in correcting deficiencies in the project. 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:** Awardee(s) shall keep the premises free from accumulation of waste material and rubbish on a daily basis. No tools, materials or equipment are to be left in the work area unsecured at the end of the workday. Work areas must be left free of hazards that may cause injury to occupants. After the work has been completed, Awardee(s) 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 Awardee(s) to their original conditions and approved by SBBC. By submission of a bid, the Awardee(s) 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. Any salvaged materials provided by SBBC shall remain the property of SBBC and be secured and stored if SBBC desires to keep the material. If SBBC decides not to keep any salvaged material, it shall be disposed of by the Awardee(s). SBBC will NOT provide trash receptacles for the use of the Awardee(s). The Awardee(s) must remove all trash from the job site. The cost of clean-up and removal of debris must be included in the bid price offered.
- 31. ACCEPTANCE OF MATERIALS AND SERVICES:** The materials and 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. Materials delivered under this bid shall remain the property of the Awardee until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of SBBC and must comply with the terms herein, and be fully in accordance with specifications. In the event materials and 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 and replacement of materials 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 provisions are listed specifically in the Bid Specifications. Awardees must provide a written warranty against defects in the materials and labor for a period of five (5) years for new track surface installations, and for a period of two (2) years for track resurfacing from the date of final acceptance. Additionally, repairs and striping must be warranted for a period of one (1) year from date of final acceptance by SBBC. All warranties must include labor and materials at no cost to SBBC. **Failure to furnish required warranty as specified shall result in disqualification of bid submitted.**
- 34. AUTHORITY TO PERFORM:** All work required by Awardee(s) will be authorized and directed through the PPO Supervisor assigned as follows:
- | | |
|-------------------------------------|---------------------|
| <u>PPO Area</u> | <u>Phone Number</u> |
| PPO Custodial/Grounds District-wide | (754) 321-4300 |
- 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: 2/23/2018
- B. Written Questions due on or before 5:00 p.m. ET
in Procurement & Warehouse Service Department: 3/16/2018
- C. Proposals due on or before 2:00 p.m. ET
in Procurement & Warehousing Service Department: 5/11/2018
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704
- D. Posting of Award Recommendation 5/18/2018

39. REFERENCES: Bidders must provide a minimum of three (3) references evidencing at least five (5) continuous years in the business of repairing, resurfacing and/or installing rubberized athletic track systems, 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 using the

form provided under Section 7, Forms and Attachments. **NOTE: Membership in the United States Tennis and Track Builders Association will suffice for the required experience.** Manufacturers must provide with their bid submittal, documentation that manufacturer has been regularly engaged in the production of products as specified for a minimum of five (5) years.

- A. Name of Facility Owner (Company Name)
 - B. Contract / Project Title and Location
 - C. Contact Name/Title
 - D. Contact Email
 - E. Contact Telephone Number
 - F. Project Scope of Work
 - G. Size of Project
 - H. Project Amount
 - I. Contract/Project Dates (Month and Year)
40. **LIQUIDATED DAMAGES:** Liquidated Damages of \$500.00 per day will be assessed if a job is not completed within the agreed upon timeframe.
41. **DESCRIPTIVE LITERATURE:** If bidding other than the make(s) and model(s) specified in this bid, it is **required** that **COMPLETE DESCRIPTIVE TECHNICAL LITERATURE ON THE ITEM BEING BID, BE SUBMITTED WITH THE BID OR UPON REQUEST.** Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified in the bid. **FAILURE TO PROVIDE THIS DESCRIPTIVE LITERATURE IN SUFFICIENT DETAIL TO COMPLETE THE EVALUATION OF THE MAKE(S) AND MODEL(S) OFFERED IN THIS BID, WITH THIS BID OR UPON REQUEST, SHALL RESULT IN DISQUALIFICATION OF BID SUBMITTED.**
42. **S/M/WBE UTILIZATION:** SBBC has implemented a Small/Minority/Women Business Enterprise (S/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 S/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 S/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 S/M/WBEs participating on any award of this Bid.
43. **S/M/WBE UTILIZATION REPORTING:** In an effort to monitor the achievement of the S/M/WBE goal the Awardee(s) agrees to submit, a completed Monthly S/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 S/M/WBE Utilization Report form, Awardee(s) shall also provide proof of payment made to each S/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 S/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, GENERAL SCOPE OF SERVICES/TECHNICAL SPECIFICATIONS

1. Awardees shall furnish all labor, materials and equipment necessary to complete all maintenance, repair, resurface and installation of athletic track surfaces 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 athletic track and playground surface maintenance, repair, resurface and installation practices. Awardee(s) shall furnish scaled drawings with track dimensions, legends and labels with track striping and event marking for proposed track refurbishment projects at no additional cost to SBBC. All repair work shall be permanent. Awardees may be required to repair, alter, remodel, add to, subtract from or improve any previous athletic track installations. **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. **Beginning of installation means acceptance of existing conditions.**
5. Each project must be completed as quickly as reasonably possible, not to exceed the number of business days set forth in the "Notice to Proceed." The start date of each project shall be the date that the "Notice to Proceed" is issued. The completion date shall be the date mutually agreed upon between the PPO Supervisor assigned and the Awardee prior to issuing the "Notice to Proceed."
6. All requested work must be completed within the timeframe and the written project schedule agreed upon between the Awardee and the PPO Supervisor assigned. Additional time may be approved, if necessary, when requested in writing by the Awardee.
7. Awardees are responsible for contacting Sunshine State One Call of Florida at 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 (1) year from the date of completion of the project. The completion date shall be considered the final invoice date. Please note additional warranty provisions listed in Bid Specification 1, No. 5.
13. Inspection and acceptance will be at the job site unless otherwise provided. Title to or risk of loss or damage to all work shall be the responsibility of the Awardees until acceptance by SBBC unless caused by negligence on the part of SBBC or vandalism. Awardees will permit and facilitate inspection of the project by the PPO Supervisor assigned at all times. If any work should be covered up without approval or consent of the PPO Supervisor assigned, it must, when required, be uncovered for examination at the awardees' expense.
14. Athletic track and playground surface maintenance, repair, resurface and installation-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 Custodial-Grounds 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 the maintenance, repair, resurface and installation of athletic tracks, as directed by the PPO Supervisor assigned, MAY be purchased at an hourly labor rate. The PPO Custodial-Grounds 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 (Repair, Installation, and Resurfacing of Polyurethane Tracks)

1. **SCOPE:** Awardees shall furnish all labor, materials, equipment, supervision as per General Bid Specification 1 for the proper completion of the specified running track surfaces and related work including the layout and painting of all track lines and event markings as required and specified by current International Amateur Athletic Federation (IAAF), National Collegiate Athletic Association (NCAA) and National Federation of State High School Associations (NFHS) rules.
2. **TRACK SURFACE REHABILITATION SYSTEM:** Awardees must provide a polyurethane surface system complete with leveling, base, primer and wearing surface for running tracks. Awardee is to submit manufacturer's literature, specifications, installation, maintenance instructions, warranty information as well as provide samples of each of the specified surfaces with a minimum size of 1/4 square foot.
3. **INSPECTION OF PRE-EXISTING BASE:** Awardee shall inspect condition of the existing track surface and base for soundness and conformity to specification required for proper installation of synthetic material and for proper drainage. The asphalt shall be checked for depressions (bird baths) and corrected. Any oil spills must be completely removed and replaced with new asphalt. If the existing track surface or base is found to be inadequate for the installation of the synthetic material the installer shall not proceed. Awardee shall inform the PPO Supervisor assigned of the problems found who will make the necessary corrections.

4. **MATERIAL HANDLING AND STORAGE:** Awardees must store materials under provisions of manufacturer's instruction and protect products from extremes of weather, temperature, moisture, and other damage. Deliver materials to site in manufacturer's original sealed containers with proper labels attached. All materials must be stored in proper secured containers.
5. **WARRANTY:** Awardees must provide a written warranty against defects in the materials and labor for a period of five (5) years for new track surface installations, and for a period of two (2) years for track resurfacing from the date of final acceptance. Additionally, repairs and striping must be warranted for a period of one (1) year from date of final acceptance by SBBC. All warranties must include labor and materials at no cost to SBBC.
6. **TRACK TYPES:**
 - A. 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.
 - B. Type 2 is defined as a porous synthetic surface comprised of a base layer of polyurethane bound black SBR granules topped with a spray applied coat of pigmented polyurethane-bound ethylene-propylene-diene monomer (EPDM) rubber-cured granules, red in color. Acceptable manufacturers are products made by:
 - i. Beynon BSS 100
 - ii. Child Safe Products Fasttrack 400 Modified
 - iii. Fisher Tracks Poly Mat SS
 - iv. Hellas Sport Track 200
 - v. Atlas Tennis and Track Company Poly 2000 Modified
 - C. Type 3 is defined as an impermeable synthetic surface comprised of a base layer of polyurethane-bound black SBR granules, squeegee-applied impermeable coating topped with a spray applied coat of pigmented polyurethane-bound EPDM granules, red in color. Acceptable manufacturers are products made by:
 - i. Beynon BSS 200
 - ii. Child Safe Products Fasttrack 400 Modified
 - iii. Fisher Tracks Poly Mat ISS
 - iv. Hellas Sport Track 300
 - v. Atlas Tennis and Track Company Poly 2000 Modified
7. **TRACK MATERIALS:**
 - A. **Primer:** Shall be composed of polyurethane-based materials specifically formulated to be compatible with the base and track surfacing materials.
 - B. **Base Course:** Recycled black SBR granules shall be processed and chopped to 1-3 mm size, containing less than 1% dust.
 - C. **Binder:** Polyurethane binder shall be methylene diphenyl isocyanate (MDI)-based, mono-component, black pigmented, polyurethane binding agent. The binding agent shall not have a free toluene diphenyl isocyanate (TDI) monomer level above 0.2%, black or clear in color and solvent free. The binding agent must be specially formulated for compatibility with SBR crumb.
 - D. **Aliphatic protective coating:** Shall be a polyurethane-based, pigmented, flexible coating specifically formulated to protect the surface from degradation caused by UV rays and oxidation.
 - E. **EPDM Wear Course:** EPDM granules shall be man-made and ensure a minimum 20% EPDM, with a specific gravity of 1.5 ± 0.1 , processed and chopped 0.5–1.5 mm. The EPDM granules shall be the same color as the track surface. Color shall be red
 - F. **Structural Spray Coating:** Shall be a single-component, moisture-cured, pigmented-polyurethane, specially formulated to be compatible with EPDM granules.

- G. **Seal Coat:** The resin for the impermeable layer shall be a pigmented, thixotropic, two-component, polyol and isocyanate, moisture-cured, urethane compound. No rubber dust is to be used in the sealing application.
- H. **Line Marking Paint:** Shall be polyurethane-based specifically manufactured to be compatible with the manufacturer's recommendations for polyurethane synthetic track surfaces.

8. TRACK REPAIRS:

- A. Protect edges adjacent to buildings, sidewalks and curbs not to be coated by masking with tape or otherwise protected. Maintain protection for duration of project.
- B. Areas of damaged rubber shall be cut out and removed so that repaired area will be rectangular in shape and parallel to the lane lines of the track.
- C. Ensure that base surface is free of defect and clean. Contact the PPO Supervisor assigned if the repair of the base surface is necessary prior to the repair of the synthetic surface.
- D. Apply primer and polyurethane based materials as per manufacturer's specifications.
- E. Repairs shall return the surface to a uniform plane and condition as existing surface.
- F. Re-line or re-mark any lines or marks that may have been affected by the repair. The line item price for the repair of each type of synthetic track surface shall include the cost of replacing any length of line, event marking, number or letter affected by the repair. All lines, event markings, numbers and letters shall be applied utilizing polyurethane based paint compatible with the synthetic track surfacing. All markings will be certified in accordance with the specifications issued by the appropriate sanctioning or governing body such as IAAF, NCAA or NFHS.

9. TRACK RESURFACING:

- A. Pressure clean area to be resurfaced. Remove all dirt, oil, grease, stain and all other foreign materials.
- B. Raised lane lines and other markings in the area to be resurfaced shall be ground to level of existing surface. Contractor is responsible to grind any existing asphalt high areas as to meet existing asphalt grade.
- C. For Type 2 and Type 3 synthetic surfaces apply two coats of the structural spray coating. The structural spray coating shall contain 40% by weight of 0.5-1.5mm diameter colored EPDM granules bound together with a one-component polyurethane compounded from polypropylene glycol and isocyanates base on MDI and TDI with no solvent added.
- D. Lines and markings painting shall not be included in this item. All lines, event markings, numbers and letters shall be applied utilizing polyurethane based paint compatible with the synthetic track surfacing. All markings will be certified in accordance with the specifications issued by the appropriate sanctioning or governing body such as IAAF, NCAA or NFHS. Painting or repainting of the track shall include all lines, event markings and four sets of lane numbers. The lane numbers can be either one color or two colors. Additional numbers or letters, either one color or two colors, shall be considered extra and will be considered on an individual basis.

10. TRACK INSTALLATION:

- A. Uniform specifications for; Type 2 and Type 3 synthetic surfaces:
 - i. The primer shall be spray applied in accordance with the manufacturer's specifications. Only those areas that can be installed the same day should be primed.
 - ii. Thickness: Black base mat shall be ½" (13mm).
 - iii. The mixture composition for the black mat shall be as follows:
 - SBR Granules 100%
 - Black MDI Binder 20% of total rubber weight

The black rubber granules and polyurethane binding agent are blended together in a suitable mechanical mixer for a period of 2-3 minutes. The blended materials shall be spread onto the asphalt/concrete base by means

of a mechanical tandem leveler at a rate of 15-15.5 pounds per square yard. The tandem leveler shall have a heated oscillating screed bar to obtain both smoothness and compaction. The laying procedure shall be bay to bay and limiting the length of the passes so as not to have any cold joints between the bays. The beginning of each day's work the traverse joint from the previous day shall be track-coated to ensure a good bond. The thickness of the finished black mat shall not be less than 1/2".

- B. Additional specifications for Type 2 and Type 3 synthetic surfaces:
 - i. The mixture composition of the structural spray coatings shall be as follows:
 - Structural Spray 60% by weight
 - EPDM Rubber 40% by weightMix the materials for the structural spray wearing coats in a suitable container using a drill and mixing paddle. The spray shall be applied using approved air spray equipment designed to handle this heavy rubber mixture. The structural spray coating is applied in applications utilizing 1.80 pounds per square yard for each application.
 - ii. The entire track surface shall receive two coats of structural spray.
 - iii. The thickness of the finished structural spray coatings shall not be less than 1/8". The total thickness of the finished track shall not be less than 1/2".
- C. Additional specifications for Type 3 synthetic surfaces:

The two components of the impermeable layer are mixed as per the manufacturer's prescribed ratio with a suitable mixing device. The mixing process should last 2-4 minutes per batch. This coating is squeegee applied to the base mat, making it impermeable.
- D. All lines, event markings, numbers and letters shall be applied utilizing polyurethane based paint compatible with the synthetic track surfacing. All markings will be certified in accordance with the specifications issued by the appropriate sanctioning or governing body such as IAAF, NCAA or NFHS. Painting or repainting of the track shall include all lines, event markings and four sets of lane numbers. The lane numbers can be either one color or two colors. Additional numbers or letters, either one color or two colors, shall be considered extra and will be considered on an individual basis.

11. MOBILIZATION CHARGE:

- A. Mobilization charge shall be an initial one-time charge to mobilize a repair crew, equipment and materials to SBBC in order to perform services for one (1) or multiple work order requests.

12. WEATHER LIMITATIONS AND CLEAN UP:

- A. No work shall be performed during rainfall, or when rainfall or high humidity is imminent. No work shall be performed unless the temperature is at least 55 degrees Fahrenheit and rising and conversely if the temperature of the surface to be coated exceeds 140 degrees Fahrenheit. 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.

BID SPECIFICATION 2 (Asphalt Repair/Resurfacing)

1. ASPHALT PAVING:

- A. REFERENCES:
 - i. American Association of State Highway and Transportation Officials (AASHTO):
AASHTO T-180-74 (82): Moisture-Density Relations of Soils Using a 10 pound hammer and an 18-inch Drop and 1983 interim revision.
 - ii. American Society for Testing Materials (ASTM)
ASTM A615-86, Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 - iii. Florida Department of Transportation (FDOT):
Standard Specifications for Road and Bridge Construction.

B. QUALITY ASSURANCE: Manufacturer Qualifications:

- i. A paving-mix manufacturer registered with and approved by authorities having jurisdiction and FDOT.
- i. Perform work under provisions of State of Florida Department of Transportation "Standard Specifications for Road and Bridge Construction". Mixing Plant: Conform to State of Florida FDOT Standards.
- ii. Obtain materials from same source throughout.

C. EXAMINATION:

- i. Verify that compacted subgrade is dry and ready to support paving and imposed loads.
- ii. Verify gradients and elevations of base are correct.
- iii. Beginning of installation means acceptance of substrate.

D. PAVING MATERIALS:

- i. Fill: Sand and/or rock, containing not over 40 percent rock, 2 inches maximum size.
- ii. Lime rock Base Course: Miami Oolite Lime rock, 60 percent lime content, free from sand, marl, roots, boulders, and other unsuitable material.
- iii. Prime Coat: Cut back asphaltic, FDOT grade RC-70 or RC-250.
- iv. Tack Coat: Asphaltic Cement, Penetration Grade 85-100 percent or emulsified asphaltic, FDOT grade RS-2.
- v. Wearing Surface Coarse: FDOT Type SP-9.5 asphalt mix for track, outside basketball courts, tennis courts.

E. SURFACE PREPARATION:

- i. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- ii. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- iii. Grass and Weed Extermination :
 1. Apply glyphosate herbicide treatment to any vegetative growth on the track surfaces.
 2. Use glyphosate as per manufacturer's recommendations for non-crop areas. Repeat as required to eliminate plant growth. Coordinate and arrange for owner inspection of areas to be treated during treatment of the surface.

F. PATCHING:

- i. Asphalt Pavement: 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. Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- ii. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.
Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- iii. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface (FDOT Type SP-9.5 asphalt mix).

- iv. Connections to Existing Pavements: Saw cut with joints neat and as inconspicuous as possible.
- v. Patching Existing Pavements: Repair existing pavement if damaged or removed due to construction activities as directed by the Owner.

G. PLACING HOT-MIX ASPHALT:

- i. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off (FDOT Type SP-9.5 asphalt mix). Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
- ii. Spread mix at a minimum temperature of 250 degrees Fahrenheit.
- iii. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

H. INSTALLATION:

i. Subgrade Preparation:

- 1. Bring top of subgrade between outer limits of base course to a surface conforming to grades, lines and cross sections as indicated on drawings.
- 2. Machine compact existing subgrade to 98 percent of maximum dry density as determined by AASHTO T-180.
- 3. Provide additional fill where required under paved areas and compact as specified above. Apply in layers not to exceed 12 inches.
- 4. Stabilize all subgrade material within the limits indicated on the drawings, which provide a Lime rock Bearing Ratio of not less than 40 under provisions of Section 160 of the FDOT Standard Specifications.
- 5. After the subgrade has been properly shaped (and stabilized), bring it to a firm unyielding surface by rolling or hand tamping.
 - a) If the subgrade material does not contain sufficient moisture at the time of rolling to insure proper compaction, water as directed by the Owner and then compact.
 - b) Permit subgrade material containing excess moisture to dry to the proper consistency before compacting.
 - c) Compact the top 12 inches of the subgrade, including cut and fill sections, to a density of not less than 100 percent of the maximum density as determined by AASHTO T-180.
- 6. After the substrate has been prepared, maintain it free of ruts, depressions, and damage resulting from the hauling and handling of any material, equipment, tools, etc.
 - a) Construct and maintain ditches or drains along the completed subgrade section to keep it from becoming waterlogged.
 - b) Just before the base course is laid, test the subgrade as to crown and elevation.
 - c) The elevation of the subgrade is to be within 1/4 inch of the required elevation.

ii. Base Course:

- 1. Base Course Construction: Conform to FDOT Standard Specification, Section 200. Construct base course using Miami Oolite lime rock 60% lime content on the prepared subgrade conforming to the lines, grades, notes, and cross sections indicated in the Drawings.
- 2. Spread base material uniformly, scarify and then shape to produce required grades and cross sections after completion.

3. Rough grade, roll, finish grade and then water and roll base until a thoroughly bonded, unyielding, and compact base is obtained.
4. Thickness after compaction: Six inches minimum unless otherwise indicated.
5. Compact base course to 98 percent maximum density under provisions of AASHTO T-180.
6. Maintain grades shown on drawings. Correct all irregularities greater than 1/4 inch in 10 feet.
7. Stockpile excess materials onsite, as directed by the PPO Supervisor assigned.

iii. **Prime Coat:**

1. After base course has completely cured and is dry, remove loose material, dust, dirt, and foreign material, which might prevent bonding of prime coat.
2. Apply prime coat at rate of not less than 1 gallon per 10 square yards.
3. 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 a proper bond with the existing surface must be removed.

iv. **Tack Coat:**

1. Tack coat shall be emulsified asphalt, Grades SS-1, SS-1h, CSS-1, CSS-1h or RS-1.
2. If the primed base has become dirty and cannot be cleaned, or in areas where prime coat has cured and lost bonding ability, apply a tack coat at rate of 1 gallon per 10 square yards.
3. When weather conditions delay installation of wearing surface, seal the surface with emulsified asphaltic at the rate of 2 gallons per 10 square yards.

v. **Surface Course:**

1. The surface course must be asphaltic concrete with a minimum thickness of 1" and conforming to Florida Department of Transportation (FDOT) type SP-9.5 Standard Specifications for Road and Bridge Construction, latest edition, unless otherwise specified in approved architectural plans. The wearing surface shall be laid only when the surface is dry and when weather conditions are suitable. Do not place asphaltic when base or surface is wet or when base surface temperature is less than 40 degrees Fahrenheit.
2. Mixture shall be spread by an approved mechanical spreader. Place to a minimum thickness of 1 inch unless otherwise indicated. Apply when surface is dry and weather conditions are suitable. Place asphaltic concrete at an average rate of 20 square yards per ton. Spread mixture with mechanical spreaders. Spreading by hand is approved only in areas where it is impracticable to use mechanical equipment.

I. **JOINTS:**

- i. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course. Clean contact surfaces and apply tack coat to joints.
- ii. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
- iii. Offset transverse joints, in successive courses, a minimum of 24 inches.
- iv. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

J. **COMPACTION:**

- i. **General:** Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Roll asphaltic in the direction of water drainage sheet flow. Seams in the finished surface resulting from rolling operations shall be parallel to the direction of drainage sheet flow. Compacting moisture shall be done by rolling with the following equipment and sequence
- ii. **Seal Roll** mixture using tandem steel rollers weighing between 5 and 12 tons and following as close behind spreader as possible. Roll with self-propelled pneumatic tire rollers covering every portion of surface with at least 12 passes. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers. Complete compaction before mix temperature cools to 185 degrees Fahrenheit.
- iii. **Breakdown Rolling:** Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- iv. **Intermediate Rolling:** Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.
- v. **Finish Rolling:** Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm. Final rolling shall be done with 8-12-ton tandem steel rollers before temperature of mixture has dropped below 140 degrees Fahrenheit. This rolling shall be continued until all roller marks have been eliminated Continue rolling until all roller and tire marks have been eliminated.
- vi. The finished surface must not vary more than ¼" 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 including pavement removal and replacement.
- vii. **Edge Shaping:** While surface is being compacted and finished, trim edges of pavement straight and even to proper alignment. Bevel and hand compact edges while asphalt is still hot; compact thoroughly.
- viii. Compaction tests and other testing as required by PPO Supervisor assigned, must be under the direction of a professional engineer or testing laboratory, registered and licensed in the State of Florida.
- ix. **Protection:** After final rolling, do not permit vehicular traffic of any kind on pavement until it has cooled and hardened. After final rolling, protect newly placed material from traffic by barricades or other suitable methods until it has hardened, and in no case less than 24 hours. Completed areas shall not be used for storage or staging areas of any kind

K. **WEATHER LIMITATIONS AND CLEAN UP** will be completed to Bid Specification 1, number 11 A, above.

SECTION 7, FORMS AND ATTACHMENTS

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

SECTION 7, REFERENCES

REFERENCE NO. 1

Name of Facility Owner (Company Name): _____
Contract/Project Title-Location: _____
Contact Name/Title: _____
Contact Telephone No.: _____ Email: _____
Contract/Project Scope of Work: _____
Contract/Project Size: _____
Contract/Project Dates (Month and Year): _____
Contract/Project Amount: _____

REFERENCE NO. 2

Name of Facility Owner (Company Name): _____
Contract/Project Title-Location: _____
Contact Name/Title: _____
Contact Telephone No.: _____ Email: _____
Contract/Project Scope of Work: _____
Contract/Project Size: _____
Contract/Project Dates (Month and Year): _____
Contract/Project Amount: _____

REFERENCE NO. 3

Name of Facility Owner (Company Name): _____
Contract/Project Title-Location: _____
Contact Name/Title: _____
Contact Telephone No.: _____ Email: _____
Contract/Project Scope of Work: _____
Contract/Project Size: _____
Contract/Project Dates (Month and Year): _____
Contract/Project Amount: _____

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
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	
<hr/>	<hr/>	
<hr/>	<hr/>	
<hr/>	<hr/>	

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____. _____
Personally known _____ or
Produced Identification _____

(Type of Identification)

(Signature)
Notary Public – State of _____
My commission expires: _____

Form #4530
3/93

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

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

☐

Savings

☐

VENDOR AREA:

Remittance Confirmation:
(please select one)

Fax

☐

Email

☐

Federal Identification No.
Vendor

TAX ID#

☐

SS#

☐

Update Purchase Order Fax & Email Address

Centralized Fax Number

Dept.

Centralized Email

Dept.

Centralized Phone No.

Dept.

Signature

Authorized Signature

(Primary) and Business title:

Date:

Authorized Signature

(Joint) and Business title:

Date:

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# Date Entered Initials:

SECTION 8, STATEMENT OF "NO BID"

If your company shall not be submitting a bid in response to this Invitation to Bid, please complete this Statement of "No Bid" Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____

EXHIBIT A1



MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION FORM

Bidder's (Company) Name: _____

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

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

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

Exhibit A2



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

Monthly M/WBE Subcontractor Utilization Report

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

Reporting Period From: _____ Reporting Period To: _____

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

PRIME VENDOR INFORMATION

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

M/WBE VENDOR INFORMATION

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

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

Printed Name: _____ Title: _____

Phone #: (_____) - _____ Email: _____

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL

EXHIBIT B

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

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

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

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

Organization Name

ITB Number

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

Signature(s)

Date

EXHIBIT B

INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT C

Broward County Athletic Association (BCAA) LOGO

