



2/15/2019

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders
Invitation to Bid: 19-112R - Painting of Selected District Facilities**

Robert W. Runcie
Superintendent of Schools

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **19-112R - Painting of Selected District Facilities**. Any questions regarding this ITB should be addressed to me, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to ashelton@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

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

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/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 S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

• **MANDATORY BIDDERS' CONFERENCE**

A Bidders' Conference will be held on 3/7/2019, beginning at 10 Eastern Time (ET), in the Kathleen C. Wright Building, **Board Room**, 600 SE 3rd Ave, Ft. Lauderdale, FL 33301. Representatives from all interested companies must attend in order to be considered for Award.

Everyone must report to the front office to sign-in since they will be allowed later to walk the site as needed for the estimate. The contractors will not be allowed to return another day, so they need to bring the resources needed to complete their estimates that day. Testing may be going on, so it is extremely important to be cautious of not disturbing the students.

• **SECTION 2, SUBMITTAL REQUIREMENTS**

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

• **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in excel. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

• **PRICING CORRECTIONS**

If a price correction is necessary on the Bid Summary Sheet, update the excel spreadsheet. SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

• **DUE DATE**

Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

• **STATEMENT OF "NO BID"**

If you are **not** submitting a bid in response to this ITB, please complete Section 8, Statement of "No Bid" and return via facsimile to 754-321-0533 or scan and send via e-mail to ashelton@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

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

Al Shelton
Purchasing Agent

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

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:
3/27/2019

ITB NO.:
19-112R

RELEASE DATE:
2/15/2019

PURCHASING AGENT:
 Al Shelton
 754-321-0520

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

BID TITLE:
PAINTING OF SELECTED DISTRICT FACILITIES

SECTION 1 – Bidder Acknowledgement

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

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

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

Address:

P.O. Address:

City:

State:

Zip Code:

City:

Telephone Number:

State:

Zip Code:

Toll Free Number:

Contact:

Fax Number:

Telephone Number:

E-Mail Address of Authorized Representative:

Toll Free Number:

E-mail Address to Send Purchase Orders:

Fax Number:

Federal Tax Identification Number:

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

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

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title

SECTION 2 – Submittal Requirements

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

Bid Bond

Descriptive Literature
 Special Condition ____

S/M/WBE Participation Schedule
 (Exhibit A)

Statement of Intent to Perform as
 an S/M/WBE Subcontractor (Exhibit B)

Material Safety Data Sheets
 Special Condition ____

Manufacturers Authorization
 Special Condition ____

Conflict of Interest Form
 Section 7, Attachment 1

Certificate of Debarment
 General Condition 45

Bidder's Preference Statement
 Special Condition ____

Bid Summary Sheet

Other EPA-RRP Certification
 Special Condition 1

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

SECTION 3, GENERAL CONDITIONS

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

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
 3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
 4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
 5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.
 6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
 7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
 8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
 9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
 10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
 11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
 12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

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

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.
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 CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirable that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document

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 4/9/2019 at 3PM, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate
37. (Continued): 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.
- 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 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. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available small, minority, and women business enterprises within the Board's market area to compete for the award of SBBC construction and purchasing contracts. SBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of Bid. For information on SBE 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 Painting of Selected District Facilities as specified herein. Prices quoted shall include on-site service to the following locations:

Kathleen C. Wright, 600 SE 3rd Ave, Fort Lauderdale, FL 33301

The scope of requirements includes, but is not limited to, the supply of all labor, equipment and materials for on-site pressure cleaning, patching, caulking, scraping, sanding, priming and painting of exterior surfaces for the above referenced District locations at the direction of the Physical Plant Operations (PPO) Zone 3, 1295 North 21 Avenue (North Dixie Highway), Hollywood, FL 33020 unless otherwise requested.

All Bidders must be either a State of Florida-licensed or Florida County-registered General or Painting/Waterproofing Contractor or possess a Florida County-issued Certificate of Competency. **Bidder must possess an Environmental Protection Agency Lead Renovation, Repair and Painting Rule (EPA-RRP) certification. Bidders must submit a copy of their license and certification with the bid in order to be considered for award.**

1 original, clearly marked, hard-copy bid must be sent with the bid; one IDENTICAL to the original hard-copy, electronic version of the bid, in PDF Format on a flash drive with exception to the Bid Summary Spreadsheet, which must be both in the original PDF file as well as a separate attachment in an Excel (.xls) format, should be submitted in time for bid opening. If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern.

2. TERM:

The award of this bid shall establish a contract for the period beginning a day after Board Meeting approval and continuing through until 6/30/2020. Bids shall not be considered for a shorter period of time.

Award of this bid shall establish a contract for the painting of each location per the Bid Specifications and the work schedule approved by the PPO Supervisor assigned, (754) 321-2900. Kathleen C. Wright Parking Garage must be scheduled with the PPO Supervisor assigned with work to begin as per Notice to Proceed. Work must be completed no later than 90 calendar days after Notice to Proceed is issued by PPO.

Prices quoted for must be firm. A monetary penalty of \$1000 per calendar day will be assessed for not meeting the completion deadline established in this bid.

3. AWARD:

Bid shall be awarded in ITS ENTIRETY to the lowest responsive and responsible Bidder meeting all specifications, terms and conditions. Total prices must be stated in the spaces provided on the Bid Summary Sheet for Item 1 and Item 2.

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

4. **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Al Shelton, Procurement and Warehousing Services, via e-mail at ashelton@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Al Shelton, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.

5. **BID BOND:** A surety bond, certified check, cashier's check, treasurer's check or bank draft of any state or national bank representing 5% of the total amount of bid must accompany every bid. Bid Bond Form Bid Bond Form 00420 – Bid Security Form must be used by Bidders. **NO OTHER Bid Bond Form shall be acceptable.**
 - a. All policies shall be issued by companies licensed to do business in the State of Florida. All policies shall be endorsed to be primary of all other valid and collectible coverage's maintained by SBBC. All policies shall be written on an occurrence basis.
6. **BID SECURITY:** A Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the bid must accompany bid. Bonding company must appear on U. S. Treasury List. **IF SUBMITTING A SURETY BOND, THE ENCLOSED BID BOND FORM MUST BE USED BY BIDDER. NO OTHER BID BOND FORM SHALL BE ACCEPTABLE.**
 - b. All policies shall be issued by companies licensed to do business in the State of Florida. All policies shall be endorsed to be primary of all other valid and collectible coverage's maintained by SBBC. All policies shall be written on an occurrence basis.
7. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.
8. **BIDDING PREFERENCE LAWS: FLORIDA BIDDER'S PREFERENCE:** General Condition 1.d) does not apply to this Bid as no personal property is being purchased.
9. **INVOICES:** Delivery copies, packing slips and invoices to SBBC **MUST** include the following to permit SBBC to verify prices with this contract and expedite the use of material. **FAILURE OF AN AWARDEE TO PROVIDE THIS INFORMATION SHALL RESULT IN EITHER THE INVOICE BEING RETURNED FOR CLARIFICATION OR A DELAY IN PROCESSING SAID INVOICE FOR PAYMENT.** Invoices are to be mailed to **District Maintenance, 3810 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.**
 - 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
10. **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.**
11. **SAFETY DATA SHEETS (SDS):** Bidder, offering any toxic substances as defined in Florida Statute 1013.49 or as amended, shall furnish to Procurement and Warehousing Services, a Material Safety Data Sheet (SDS) as detailed below with the bid or upon request. **Failure of the Bidder to provide SDS, as requested, shall result in disqualification of Bidder for that bid item.** SBBC reserves the right to reject the use of any product from this bid with due cause. All SDS submitted must be either an original, as received from the manufacturer, or a legible copy made from same. Awardee shall be responsible, during the term of the contract, to provide the SBBC Procurement and Warehousing Services or Risk Management Department with revised SDS on a timely basis, as appropriate.
 - c. The SDS must include the following information in English:
 - i. The chemical name and the common name of the toxic substance, where applicable.
 - ii. The hazards or other risks in the use of the toxic substance, including:
 1. The potential for fire, explosion, corrosive interaction and reactivity;
 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 3. The primary routes of entry and symptoms of overexposure.

- iii. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- iv. The emergency procedure for spills, fire, disposal and first aid.
- v. A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- vi. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

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

- 12. **PERFORMANCE AND PAYMENT BOND:** Performance and Payment Bonds are a requirement of any award resulting from this bid. Any Bidder awarded any item shall be required to execute a Performance and Payment Bond in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>.
- 13. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
- 14. **WARRANTY:** Awardees shall fully guarantee the cost of their painting project work, including all labor for a period of two (2) years and a material warranty for a period of 8 years for all items after date of service and provide SBBC with an "on-site" warranty. In the event a dispute regarding the requested service between SBBC and the Awardee, the decision of SBBC shall be final and binding on both parties. The Awardee, after being notified shall have all required corrective work started with 72 HOURS
- 15. **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.

16. ITB TIMELINE:

- d. Release of ITB: 2/15/2019
- e. Mandatory Proposers Conference: 3/7/2019
- f. Written Questions due on or before 5:00 p.m. ET in Procurement & Warehouse Service Department: 3/15/2019
- g. Proposals due on or before 2:00 p.m. ET in Procurement & Warehousing Service Department: 3/27/2019
Proposal Opening will be at:
7720 West Oakland Park Blvd., Suite 323,
Sunrise, Florida 33351-6704
- h. Posting of Recommendation : 4/9/2019

- 17. **M/WBE UTILIZATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses with in the Board's market area to compete for the award of SBBC purchasing contracts. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned, operated and controlled by minorities or women. For information on

M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop. SBBC's Supplier Diversity & Outreach Program works to increase the participation of minority and women business enterprises in construction and purchasing contracts. It is the intent of the Supplier Diversity & Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Bid.

- 18. SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** SBBC's Supplier Diversity Outreach Program administers a Small/Minority/Women Business Enterprise (S/M/WBE) Program. SBE 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, and is an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration.

SDOP encourages all emerging, small and minority business owners to become a certified SBE with the SBBC. Please visit our website www.browardschools.com/pws for information on how to apply for SBE certification, and to view our upcoming outreach events and educational workshops. You can also contact us at (754) 321 0505 with questions, or concerns.

- 19. SUBCONTRACTING:** Awardees may subcontract project work only with the express written approval of the PPO Supervisor assigned. Use of subcontractors must be proposed in advance of the start of the project and not after project commencement. An Awardee that withdraws responsibility and transfers the project work to a subcontractor without the approval of the PPO Supervisor assigned will be held in default and forfeits their payment and performance bond. If subcontractors are approved, they will be specifically identified in the Notice to Proceed. If subcontractors are employed by Awardees, they must be in compliance with all licensing and certification requirements, where necessary, as well as all security clearance requirements set forth in General Condition 51.
- 20. CLEAN UP AND REMOVAL OF DEBRIS:** Awardees 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. At the completion of each project, Awardee shall remove from the premises, all equipment and debris and leave the buildings broom clean. SBBC will NOT provide trash receptacles for the use of the Awardees. Awardees 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.
- 21. COOPERATION WITH SBBC:** SBBC reserves the right to supervise all service, repairs, preventive maintenance and/or installation. SBBC also reserves the right to have SBBC technicians assist and work together with an Awardee's personnel when it is deemed in the best interest of SBBC. This provision will not void ANY required warranty for painting of selected District facilities nor the "on-site" warranty for materials, workmanship and labor provided by the Awardees under Special Condition 14, below, while working in cooperation with authorized SBBC personnel.
- 22. STAFFING:** SBBC requires that a painting crew shall be defined as a minimum of five (5) members, including supervision per project, AT ALL TIMES. Awardees must maintain the seven-member minimum staffing requirement regardless of employee vacations, sickness, personal time or any other absence. SBBC reserves the right to require additional staff from Awardees in order to complete projects in a timely fashion to avoid penalty. All staffing security requirements must be completed prior to the commencement date of the project. Awardees can obtain either State of Florida Contractors/Vendor badge or an SBBC issued Contractors/Vendor badge. Delays in obtaining sufficient staff within 14 business days of notification of award will result in default of contract and forfeiture of the Awardee's payment and performance bond. Please note that SBBC locations and offices are closed on Fridays effective in the middle of June, all of July and the beginning of August.
- 23. COMMUNICATION:** SBBC requires that if an Awardee employs staff proficient in languages other than English, the Awardee must provide a minimum of one staff member on every painting crew that must be proficient in the English language in order to effectively communicate with SBBC staff, AT ALL TIMES.
- 24. COLOR PAINT SAMPLES:** Samples of the SBBC color chart for the selected school colors will be provided upon award. It is the Awardee's responsibility to have the most current color chart and supply the colors required.

SECTION 5, BID SUMMARY SHEET

BID SUMMARY SHEET: Vendor **MUST** fill out the attached "Bid Summary Sheet" electronically with the corresponding price per unit of measure as stated. No handwritten summary sheets will be accepted.

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

SECTION 6, BID SPECIFICATIONS

1. The scope of work will involve painting a variety of previously painted exterior surfaces, including but not limited to, on-site preparation, pressure cleaning, patching, caulking, scraping, sanding, priming, intermediate- and/or finish coat painting. All repair and replacement work shall be permanent. SBBC will provide the utilities where feasible to do so. SBBC is under no obligation to provide utilities where it is not feasible.

Kathleen C. Wright Buildings I & 2 (Garage), Includes N.W corner elevator building, and rear stairwell building on 5th floor.

2. All previously painted surfaces are included in the scope of the project including: walls, ceilings, and doors. Any previously painted surfaces that will be excluded will be noted in site-specific written documentation.
3. Site-specific documentation will address unique situations that are particular to the Main Building and Garage. These site-specific situations will include color selections, choice of paint products, paint finishes, project exclusions and/or clarifications of individual site situations.
4. According to the Environmental Protection Agency (EPA) and U.S. Department of Housing and Urban Development (HUD), all painted surfaces or components located in or on buildings constructed prior to 1978, are suspected of containing lead-based paint. Prior to commencement of the painting projects, SBBC will conduct a survey of all affected buildings to determine the lead content, if any. If the results show lead-based paint on any components, SBBC will be responsible for the cost to remove all lead-based paint prior to the affected areas being painted. If the results of the survey show areas that do not have lead-based paint but does have lead-containing paint, the Awardee will follow at no additional cost to SBBC, the Occupational Safety and Health Administration (OSHA) and EPA regulation and protocol for sanding, scraping and pressure cleaning surfaces. Please see Special Condition 1.
5. Awardee must furnish all materials, including paints, primers, related coatings, patching compounds, sealers, solvents, caulking, sandpaper, plus all the required labor, supervision, tools, sundries, brushes, roller sleeves, handles, extension poles, rags, pans, containers, drop cloths, caulking guns, putty knives, scaffolding, ladders, personnel lifts, painting equipment, trash receptacles, roll offs and dumpsters necessary to perform the work described and complete an awarded painting project.
6. Awardee is responsible for providing all approved safety equipment for awardee's employees including goggles, clothing, ladders, scaffolds, personnel lifts, platforms and any material necessary to perform the project. SBBC will not provide any of this equipment. Awardee is required to secure all work areas with the use of safety tape, warning signage, barricades, safety chains and so forth to insure that students and faculty are not subject to safety violations.
 - a. Awardee will ensure that when a swing stage is required, all necessary safety precautions are met including having a trained, competent person rigging and safely operating the equipment.
7. Per Special Condition 13, Awardee shall take all precautions to protect and ensure the safety of school occupants, SBBC personnel and property until the contract has been satisfactorily fulfilled. Awardee assumes sole responsibility for damage and liability caused by the Awardee's personnel. Damage and liability includes, but is not limited to overspray, damage to vegetation, other SBBC property, student or staff vehicles or their property. Corrective measures must be finalized within five working days.

8. Prior to commencing work, it is the Awardees responsibility to verify with local and/or County officials if the need for Maintenance of Traffic (MOT) will be required at any time during the painting process. If MOT is required by the City/County Municipality, it will be the awardees responsibility to meet all requirements to ensure the health and safety of pedestrian and vehicular traffic. The awardee is also responsible for work coordination including with SBBC staff, City operators of leased lot on West side of Bldg. 2, and neighboring apartments on South side of Bldg. 2. Also, to include any and all agencies related to the project.
9. When an Awardee's personnel utilizes hi-lift equipment for overhead work or vehicular or pedestrian traffic areas, at least one member of the Awardee's crew must be stationed on the ground whenever hi-lift assisted work is in progress. Work may have to temporarily stop when pedestrians or vehicles enter the area. When hi-lift equipment is not in operation, it must be removed and secured away from foot traffic.
10. It is the responsibility of the Awardee to verify the total surface area to be painted under this contract. Actual measurements are the responsibility of the Awardee.
11. Awardee's personnel MUST provide identification, sign in and sign out at the front office at the beginning and ending of each workday and report to the on-site representative to be escorted to the area where the painting project work begins. The PPO Supervisor assigned will make individual site arrangements based upon scheduled times and Administrative needs.
12. **Awardee's personnel shall always conduct themselves in a professional, lawful, courteous, and business-like manner. Failure to meet this requirement may result in the cancellation of the Awardee's contract.**
13. SBBC will be responsible for timely scheduling phased inspections with an SBBC Building Department Building Code Inspector (BCI) for all painting projects unless waived in writing by the Chief Building Official (CBO). Awardee must provide copies of all approved inspection reports and/or the written waiver from the CBO to the PPO Department. Invoices for completed buildings will not be approved for payment without completed, signed and approved inspection reports or written waivers attached to the invoices. Please see Special Condition 9.
14. The PPO Supervisor assigned will review each site prior to preparation and painting verifying there are no materials present that contain asbestos or lead-based paint in the area scheduled for replacement. If at any time during the progress of any project, the Awardee encounters suspected asbestos or lead-based paint materials the Awardee's assigned personnel must stop all work and contact the PPO Supervisor assigned for further direction. Under no circumstances are these materials to be disturbed. This procedure will be strictly adhered to at all times regarding all work performed.
15. Awardee is NOT responsible for the removal of vegetation that may impede painting progress. Awardee shall notify the PPO Supervisor assigned five working days in advance if any conditions arise where vegetation needs to be removed. Failure of the Awardee to identify problem areas of vegetation for removal and said failure subsequently damages the vegetation, the Awardee will be responsible for its replacement.
16. Awardee is responsible for the removal of all existing bird netting in the parking garage and replacing same with brand new ¾ inch UV resistant "StealthNet" standard grade bird netting by manufacturer "Bird Barrier" or approved equal. "StealthNet" product information and installation instructions can be found at the following link https://birdbarrier.com/wysiwyg/pdf/install_StealthNet.pdf

Bird netting product submittals will be required and must receive approval by the Physical Plant Operations (PPO) Supervisor assigned prior to installation. All installation hardware that is available in stainless steel shall be used. Installation may be required during non-business hours. A quality inspection by PPO will be completed after installation. Repair holes from previous anchors per Section 6, Special Conditions, REMEDIATION OF SURFACE DETERIORATION items #1-3

The table below lists the approximate quantity and net sizes in the garage. It is the Awardee's responsibility to verify this information:

Quantity	Approximate Net Sizes
9	24' x 4'
34	20' x 4'
14	15' x 4'
2	6' x 4'

17. Awardee will insure that all materials are stored securely and will be responsible for the prompt removal of all project debris within two calendar days after completion of the project. Awardee shall be responsible for securing the project confines at all times. In addition, all tools, equipment and machinery must be removed within two calendar days of final project completion. Awardee must provide a mobile storage unit, ensure its security and provide insurance liability for same.
18. Per Special Conditions 14 and 22, in cases of faulty labor or workmanship, it will be necessary for the Awardee to return to the work site within 72 hours of notification to correct all defects.

MANDATORY PRE-JOB MEETING

1. All work schedules, identified staging areas, site-specific conditions, all product selections and the necessary arrangements to implement the painting projects must be made with the review and approval of the PPO Supervisor assigned. An Awardee representative is required to attend a mandatory pre-job meeting ("meeting") prior to the commencement of work at each school. The PPO Supervisor assigned shall give an Awardee a minimum of 48 hours notification of the date and time of each meeting. Failure to attend may result in Awardee being held in default of contract per General Condition 55 and revocation of the payment and performance bond.
2. All information specific to the project including the use of approved subcontractors and completion schedules will be discussed at the meeting by all parties. "All parties" are defined as the PPO Supervisor assigned, the PPO site Overseer, school administrators, the Awardee, any Awardee subcontractor representatives and the paint manufacturer's representative of the total coating system for walls. The need for alternative coating systems of more than one manufacturer will also be permitted where it is in the best judgment of the PPO Supervisor assigned to do so for any reason. Failure to adhere to the specifics of the project discussed at this meeting may result in the Awardee being held in default of contract per General Condition 55.
3. The meeting is not to be used as an open-ended process. Awardee must be aware that the meeting and the agreed upon Notice to Proceed must be completed in an expedited fashion. The timeframe of the meeting will be set by the PPO Supervisor assigned. In no case will a meeting be held-up by incomplete participation of the Awardee, any approved subcontractors and/or paint manufacturer representatives.

4. The PPO Supervisor assigned and the on-site Representative will monitor all project work at each school and delegate his authority at the project site as appropriate. Work will not commence or proceed without the approval of the on-site Representative. Any appointed overseer(s) are prohibited in subcontracting work from the awardee with regard to the paint project.
5. No project will commence without the Notice to Proceed, signed by the PPO Supervisor assigned, the on-site Representative, the Awardee, any approved subcontractors and the paint manufacturer's representative. Included with the Notice to Proceed must be the following documentation:
 - a. Proof of all vendor badges for the required number of staff members. Please see Special Condition 23.
 - b. Proposed warranty documents to be validated upon completion of the project and prior to receiving the final payment.
 - c. SBBC color samples for verification on drawdown card stock, sized 4 x 11". Label samples by product name, color number and application locations.
 - d. Proposed payment schedule based upon percentage of work completed, identified by site-specific areas and/or buildings in their entirety.
 - e. The agreed upon start date for the project.
 - f. The timeframe for project progression, weather conditions permitting and NOT TO EXCEED the final date in Special Condition 2.
6. The meeting shall perfect the mobilization procedures to be followed and methods to be used in painting of existing surfaces with special emphasis on proper preparation and application.
7. Painting project work cannot proceed until conditions detrimental to the proper and timely completion of the work have been corrected in an acceptable manner to all parties. The start of painting project work and acceptance of the written Notice to Proceed finalizes acceptance of the surface conditions and responsibility for required standards of quality and appearance.
8. The PPO Supervisor assigned will review and approve all materials, methods, finished product as well as the warranty provisions of the project.

WORK SCHEDULES

1. It is expected that all work will be done during daylight hours and should include weekends and holidays to increase productivity during minimum garage use. Forty-eight hours advance notice is required for weekend scheduling and must be mutually agreed upon with the PPO Supervisor assigned. The normal working hours will be 7 am to 4 pm, Monday through Friday with a one hour lunch break. The work week is to be a minimum of 40 hours. Longer work weeks may be possible during SBBC holidays and break periods.

PRESSURE CLEANING SPECIFICATIONS

1. Awardee must provide ALL the necessary labor, equipment for the pressure cleaning phase of the painting projects within the timeframe documented by the Notice to Proceed. SBBC WILL NOT PROVIDE Awardee with ANY equipment, nor will SBBC rent ANY equipment for use by Awardee. SBBC will not repair Awardee's equipment. Equipment must be in operable working condition and maintain the proper pressure in pounds per square inch (PSI) and water usage in gallons per minute (GPM) indicated in these specifications. SBBC personnel reserves the right to perform random inspections to determine the correct PSI and GPM utilized by the Awardee's equipment.

2. Awardee must operate all equipment in a safe and responsible manner to ensure safety for both SBBC and the Awardee's personnel and property. Particular emphasis must be placed upon avoiding damage to SBBC's shrubbery and irrigation pipes during pressure cleaning operations. Areas to be pressure cleaned must be barricaded off with use of caution tape and pressure cleaning equipment should not be left unattended while in operation at any time. Awardee must also provide fire suppression equipment in case of pressure cleaning equipment failure.
3. High-pressure cleaning must be performed with equipment capable of a minimum of 3500 PSI with the use of an appropriate water and chlorine and/or bleach solution dispensed at the rate of 4 GPM. Pressure cleaning of all exterior surfaces must include the removal of all loose, peeling paint, chalky wall stucco surfaces, minor block and brick effervescence, heavy dirt accumulations, mold, mildew, fungus and graffiti, in order to prepare the surface for exterior painting and/or waterproofing. Use of a turbo tip will be at the discretion of the PPO Supervisor assigned. Due to paint finish breakdown resulting in chalky residue, high gloss walls may require cleaning with a trisodium phosphate and water solution prior to pressure cleaning. Where there are signs of mold and mildew and/or fungus, the surface shall be treated with a 50% water and 50% bleach solution prior to pressure cleaning.
4. Low-pressure cleaning project is defined as the application of an appropriate water and chlorine and/or bleach solution where necessary on windows and doors, washed and rinsed with a hose.
5. Pressure cleaning projects must have all of their surfaces rinsed thoroughly with potable water to avoid streaking. No black or green overflow marks from residual mold, mildew, leaks from rooftops or walls will be permitted.
6. Water and utilities will be provided by SBBC where they are convenient. Nonetheless, where utilities and water are not as readily accessible, Awardee must provide their own utility plant, water resources, and sufficient hose line to reach inaccessible areas, proper connections and so on.
7. If the Awardee requests access to a fire hydrant as the water source for pressure cleaning equipment, it is the responsibility of the Awardee to coordinate the hydrant's use with the municipality to meter their water consumption. The Awardee is solely responsible for paying any water charges.
8. Awardee must keep the premises free from accumulation of waste material caused by the pressure washing application on a daily basis. Please see Special Condition 21.
9. The pressure cleaning phase of the project will be scheduled and performed at a time designated by the PPO Supervisor assigned. Time emphasis may be placed on an efficient schedule that allows for painting work to commence within 14 days.
10. Pressure cleaned areas must be thoroughly dried for a minimum of 24 hours prior to any patching, sealing, caulking, priming or painting.

REMEDICATION OF SURFACE DETERIORATION

1. Surfaces with cracking up to 1/4" width, must be scraped, cut-out, old caulking or patching compound removed, flushed with water and allowed to dry for a minimum of 24 hours or as determined by the PPO Supervisor assigned. The appropriate primer/sealer is to be applied prior to the application of caulking, smooth or textured patching materials. If natural product shrinkage occurs, a second application of caulking

or patching compound may be necessary. Spot-prime all caulked and patched areas prior to the application of the finish coats. Waterproofing polyurethane sealant products will be specified in writing by the paint manufacturer's representative being utilized.

2. A textured masonry patching compound must be applied to seal all hairline cracks, smooth out all scraped and peeled off areas and feather-edged to ensure a uniform surface that matches existing surfaces. Knife-grade products for patching masonry will be specified in writing by the paint manufacturer's representative being utilized.
3. Cracks and related surface deterioration sized greater than 1/4" width will be filled, sealed and prepared in advance by SBBC personnel. Obvious damage, delamination or deterioration of substrates such as stucco, wood and metal, will be scheduled for repair by SBBC personnel prior to the commencement of the paint project. Surface deterioration that may have developed or having been missed and is greater than the 1/4" width must be reported to the PPO Supervisor assigned for remediation.

PREPARATION AND COATING APPLICATION ON PREVIOUSLY PAINTED SURFACES

1. Quality assurance issues include, but are not limited to, materials selection, surface integrity and surface preparation, testing, painting procedures, workmanship and warranty ability. All quality assurance issues require the review and acceptance by the PPO Supervisor assigned. All parties must include a program of ongoing application inspection and approval before and during the progress of the project in order to implement the warranty provisions.
2. The following categories of painting work are not included as part of field-applied finish work, unless otherwise specified:
 - a. Non-weathered finished metal surfaces of anodized or enameled aluminum, stainless steel, chromium plate, copper, bronze, and similar finished materials will not require finish painting.
 - b. Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts will not require finish painting.
 - c. Do no paint over Code-required labels such as Underwriters Laboratories (UL) and Factory Mutual (FM), name, equipment identification performance rating or nomenclature plates.
3. The initial preparation of surfaces to be painted includes:
 - a. Protection and covering of electrical outlet and switch cover plates, finish hardware escutcheons and cover plates, air conditioning registers, non-removable signage and other finished items installed on surfaces to be painted and provide protection as approved by the PPO Supervisor assigned. Mask and/or protect items that cannot be removed or that do not interfere with the painting project. These non-removable but protected items are to be left clean and completely free of paint.
 - b. Surfaces are to be cleaned of dirt, dust or other contaminants that affect the proper adhesion of the primer coating of paint, subsequent coatings and the final appearance of paint.
 - c. Clean grease and oil from metal surfaces with approved products and wipe dry before priming.
 - d. Wire brush or sand metal surfaces, including weathered anodized or enameled aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials to, remove rust and scale.
 - e. Sand surfaces to produce a smooth, even surface, free of sharp edges where paint has been partially removed in order to obtain an even texture and uniform absorptive quality. Provide additional partial or total priming coats if required to obtain a solid, uniform finish in color and sheen.

- f. All painted-on signs, seals, stenciled logos, mounted letters, graphics, artwork and so forth will be restored to their original configurations and colors, unless otherwise specified at the meeting held at each site. All removable signs deemed in good condition by the PPO Supervisor assigned, will be taken down by the awardee, the wall cleaned, painted and the sign replaced, Removable signage requiring replacement will be provided to the Awardee by the PPO Supervisor assigned.
- g. Each level of coating must be allowed to dry thoroughly before applying additional coats, Comply with the paint manufacturer representative's recommendations.
- h. Prime all woodwork erected against masonry or concrete before erection, Protect the tops and bottoms of all wood doors with a heavy coat of primer before installation.
- i. Clean and sand surfaces between coats with 150-grit sandpaper or as recommended by the paint manufacturer's representative.

MATERIAL DELIVERY, STORAGE AND HANDLING

1. All materials delivered to the job site under this bid shall be in original, manufacturer-supplied, new and unopened packaging and containers labeled with the following information:
 - a. Manufacturer Product Name and Product Number, Plant location and address is only required for paint products.
 - b. "Conforms to FSPMA Spec (specification number) if applicable," for paint products only
 - c. Type of paint, color, manufacturer's identifying number or batch number,
 - d. Net volume of paint within the container
 - e. Date of manufacture
 - f. Formula analysis include the percentage of volume solids'
 - g. General surface preparation including directions for the best results for all applicable types of surfaces for the product such as new metals, new wood, plaster, wallboard, masonry and block and previously painted surfaces, and so on
 - h. Approximate rate of coverage per gallon
 - i. Drying time to touch and dry hard for recoat
 - j. Clean-up solvents for painting equipment
 - k. Precautionary instructions in regard to handling, application such as VOCs, fumes, and maximum temperature for applications and storage in NON-CLIMATE CONTROLLED SOUTH FLORIDA conditions
 - l. Serial numbering must be stamped or labeled on the can lid or the SBBC custom label
2. Materials should be stored securely when not in use in tightly covered containers, Containers used in paint storage shall be free of foreign materials and residue, If any flammable materials are to be left on-site during the project, store the tightly covered materials in cabinets meeting the requirements of NFPA 30 and have an FM and/or UL label. Remove from the project site, contaminated products from alkyd-based products and their by-products, by the end of each working day. Please see Special Condition 21.

PROJECT CONDITIONS

1. Water-based paints are to be applied only when the temperature of surfaces to be painted and surrounding air temperatures are between 50° and 90°F, preferably in humidity of less than 85% whenever possible, unless otherwise allowed by the PPO Supervisor assigned. The PPO Supervisor assigned may also consult the paint manufacturer's representative for instructions.

2. Paint may not be applied in rain, fog, mist, damp or wet surfaces, unless otherwise approved by the PPO Supervisor assigned. As indicated above, the PPO Supervisor assigned may also consult the paint manufacturer's representative for instructions.
3. Paint should not be applied where dust is being generated or where plaster or cement is being applied or in the curing process, nor prior to the timeframe of pressure cleaning of the surfaces in preparation of the paint.
4. Painting may be allowed to continue during minor inclement weather if areas and surfaces to be painted are enclosed or shielded from weather conditions or kept within the temperature limits specified by paint manufacturer during application and drying periods.
5. Awardee's personnel working conditions shall comply with the established OSHA standards for Workers Environmental Conditions. Precautions shall be taken to ensure that personnel and work areas are adequately protected from fire and health hazards resulting from handling; mixing and applications of paints as well as provide adequate ventilation to prevent buildup of fumes.
6. Wherever possible, contain and prevent vapors or dust generated by the painting project from polluting occupied space.
7. Projects will be coordinated over an agreed period of time in consultation and agreement with all parties and documented in the Notice to Proceed. Timely intervals will also be arranged to allow for proper inspection and written approval at each phase of the project by the PPO Supervisor assigned, the paint manufacturer's representative and the BCI.

APPROVED PAINT PRODUCTS

1. The Awardee(s) will be provided an SBBC approved paint systems consisting of Sherwin Williams and Benjamin Moore products.
2. Primers, undercoats, sealers, intermediate and finish coats shall be used as a total coating system for walls from the same manufacturer when such materials are applied on the same surface.
3. Primer paint products provided shall ensure compatibility of the total coating system for walls. Due to the age of some painted surfaces, the use of transitional primer/sealer may also be necessary on some projects where alkyd based paints had been employed previously.
4. In order to maintain quality assurance and best value to the District, each coating of paint shall be contractor, store, or factory-tinted with each stage of coating application in order to be visually distinguishable from the preceding coat through the finish coat. The finish coat **MUST** be tinted by the factory or supplier to achieve uniformity with the selected color.
5. Colors are to be selected from the SBBC color chart available from the PPO Supervisor assigned. If a color is not listed for a specific surface, the Awardee is not relieved of its responsibility for providing colors subsequently selected. Colors with the same designation but produced from two or more sources shall match when viewed from distance of 24" or more. The final application of colors shall match the prepared samples approved by the PPO Supervisor assigned.

6. Any solvents that contain flammable materials stored on-site shall be kept in storage cabinets and/or disposal containers meeting the requirements of NFPA 30 and/or contain FM and/or UL labels, as appropriate.
7. SBBC-approved products, stated in the following page, must be applied in a total coating system for walls from a single manufacturer to adhere fully to the required warranty provisions of this Bid.
8. In the event that product substitutions originating from the detailed, on-site inspections at the meeting may be necessary, requests for product substitutions will only be considered to allow the Awardee and the paint manufacturer of the total coating system for walls to meet the warranty provisions of this Bid. All product substitutions require written approval of all parties and documented in the Notice to Proceed.

Sherwin Williams

Benjamin Moore

Caulk Sealant			Caulk Sealant		
Line	Description		Line	Description	
Caulk	1335223	Shermax Acrylic Caulk	Caulk	Easy Gun 45	All Pro (Light House Brand)
Sealant	Loxon S1	Polyurethane Sealant	Sealant	915	Bostick Urethane Sealant

Patching Compound (Vertical Wall Patch)		Patching Compound (Vertical Wall Patch)	
Line	Description	Line	Description
1262963	Knife Textured	P810	Knife Textured
122-5309	Knife Smooth	P840	Knife Smooth
121-9914	Brush Textured	P820	Brush Textured
198-4632	Brush Smooth	P830	Brush Smooth

Masonry priming / Finish coat			Masonry priming / Finish coat		
Coats	Line	Description	Coats	Line	Description
1	A24W1100	Loxon Masonry Conditioner (Guide coat white)	1	066	Coronado Acrylic Masonry Sealer
2	A80W1151	Super Paint Acrylic Satin	2	10	Coronado Cryli Cote Satin

Metal Priming / Finish coat Ferrous Metal / Doors			Metal Priming / Finish coat Ferrous Metal / Doors		
Coats	Line	Description	Coats	Line	Description
1	B51W150	Extreme Bond	1	V110-01	Corotech Acrylic Primer
2	A71W51	Snap Dry	2	80	Coronado Rust Scat Acrylic DTM

Steel Column			Steel Column		
Coats	Line	Description	Coats	Line	Description
1	B50AZ0006	Kem Kromik Alkyd Primer	1	35	Coronado Rust Scat Polyurethane Alkyd Metal Primer Int/Ext.
2	B51W00150	Extreme Bond	2	80	Coronado Rust Scat Acrylic DTM

APPLICATION REQUIREMENTS

1. Finished areas and non-painted areas are to be protected with the use of drop cloths, masking or other appropriate methods.
2. All affected exterior openings during the pressure cleaning and painting process will be covered with Containment Screens, and secured sufficiently to the inside of exterior wall to protect from loose debris during pressure cleaning, and during the painting process entering the Garage.

3. Paint should be applied to dry surfaces per the manufacturer's printed instructions on the containers or, if modified due to the surface conditions, per the instructions of the paint manufacturer's representative and documented in the Notice to Proceed with the approval of the PPO Supervisor assigned.
4. The PPO Supervisor assigned reserves the right to extract any paint sample at any time for product testing for compliance with FSPMA /SBBC specifications. Documented paint product failure in the testing process will lead to default of contract and the revocation of the payment and performance bond in full.
5. During intermediate drying times between paint coats, the PPO Supervisor assigned and the paint manufacturer's representative will observe the progress of the painting project and provide guidance on the best times to proceed with the subsequent coating applications.
6. Paint coatings are to be applied by brush and roller methods only in order to ensure adequate square foot coverage and mill-thickness as specified by the manufacturer's specifications.
7. Materials are to be applied evenly, smoothly-flowed on and cut-in neatly, without runs, sags, wrinkles, shiners, streaks and brush/lap marks, drying to a solid, uniform color and sheen selected. Make any dividing lines that separate colors straight and clean cut. "Transparent" applications which allow for previous color, stains, dirt or undercoating's to show through the finish coat will NOT be acceptable. Color appearance and coverage must be complete.
8. Normally smooth surfaces shall be sanded, dusted and cleaned prior to the application of paint coating and between coatings of additional levels of painting. Preparations not completed or overlooked before application of primers or finish coats shall be accomplished between coatings regardless of acceptance on original preparation.
9. All surfaces are to receive two finish coats at the appropriate drying time intervals.
10. Metal corner guards (Item 2) surfaces have loose and peeled paint, rust and scale removed by scraping, sanding or wire brushing the entire area, as appropriate. Feather edges to assure a quality smooth finish. Rusted, scaled or oxidized metal is to be removed and conditioned with rust converter containing less than 45g/l (grams per liter) of volatile organic compounds (VOCs). Rust converter products will be specified in writing by the paint manufacturer's representative being utilized.
11. All exposed and covered pipes, hangers, exposed steel and iron work and fixed metal surfaces are included for the purposes of painting under this bid. Wherever color- or safety color-coding exists on these surfaces, these colors are to be restored with two finish coats.
12. Exterior Doors and mullions (if applicable) in high traffic areas will be stripped down to bare metal, sanded to ensure good adhesion, and thoroughly cleaned with denatured alcohol to remove any dust, dirt & oils from the surface prior to application of primer and finish coats. These areas include ALL corridor doors, gym doors, and cafeteria doors ALL other exterior doors, and frames, are to be scraped, sanded, patched, feather-edged, primed and finished. Doors are to be painted on all six sides, wherever possible with exceptions as determined by the PPO Supervisor assigned. The exterior sides of all door frames are to be painted to the door stop. Awardee is responsible for the removal and replacement of security grills, as needed.
13. SBBC Approved caulking will be remediated around door frames, open trim, horizontal and vertical wall expansion joints or where masonry meets any other surface, regardless of width, in order to have old,

deteriorated, cracked and/or missing caulking replaced with a continuous, uniform bead of caulking to ensure watertight seal. All expansion joints are to be cleaned and filled including along the base of all walls. See Section 6 Approved Paint Products. **Missing, Loose or damaged expansion joints will require to be redone.**

SURFACE FINISH SCHEDULE

1. Item 1 & Item 2
 - a. All Exterior walls on Building 1 & Building 2 including opening returns are to receive satin finish
 - b. 1st coating Primer
 - i. 2nd and 3rd coatings: Acrylic Satin high gloss
 - ii. 2nd and 3rd coatings: Acrylic Satin flat to be rolled to ensure adequate coverage and thickness per the paint manufacturer's requirements to ensure warranty.
2. Exposed and/or shear walls that are NOT adjacent to a hard-walking surface:
 - a. 1st coating: Primer
 - b. 2nd and 3rd coatings: Acrylic flat to be rolled to ensure adequate coverage and thickness per the paint manufacturer's requirements to ensure warranty.
3. Plaster/stucco ceilings
 - a. 1st coating: Primer
 - b. 2nd and 3rd coatings: Acrylic satin to be rolled to ensure adequate coverage and thickness per the paint manufacturer's requirements to ensure warranty
4. Metal doors, door frames, window frames:
 - a. 1 st coating: Metal primer
 - b. 2nd and 3rd coatings: Acrylic high gloss enamel
5. Steel column corners
 - a. 1 st coating: Pre-treat: Ospho/rust converter
 - b. 2nd coating: alkyd primer
 - c. 3rd & 4 coatings: Acrylic satin

PAINT ADHESION TESTING

1. The PPO Supervisor assigned and/or the BCI shall choose any areas that have been painted for paint adhesion testing with all parties present. Each area chosen for adhesion testing shall be a minimum of 9 square feet in area, except for doors, which shall be an area of 1 square foot.
2. Paint adhesion testing will be conducted at intervals as determined by the PPO Supervisor assigned.
3. The adhesion test will be performed according to ASTM D4541-0ge1 after newly painted areas area allowed to dry within the manufacturer's drying time recommendations, The ASTM active standard can be found on the Internet at: <http://www.astm.org/StandardsID4541.htm>.
4. If the paint adhesion test fails, rectification of the painted areas and retesting will be performed at the Awardee's expense.

INSPECTIONS AND APPROVAL INCREMENTS

1. BCI (SBBC Building Dept.) inspections will be conducted and documented ensuring acceptable performance and adherence to these Specifications in conjunction with the product manufacturer's recommended technical data application methods throughout the projects' progression, Inspections will be scheduled upon completion of each of the following phases of the projects:
 - a. Pressure cleaning
 - b. Sealing, patching, caulking and spot priming
 - c. Finish coat applications for millage and uniform coverage
2. The PPO site Overseer will fax/phone a request to schedule phase inspections to the BCI as the project progresses. Inspections are normally conducted within 48 hours of request.
3. All site visits conducted by the paint manufacturer's representative are to be documented on their company progress report forms and copies left with the PPO site Overseer for the project file.

PROJECT COMPLETION

1. Upon completion of work, remove stains and paint spots from floors, wall, woodwork, electric trim, hardware, fixtures and other items from SBBC property.
2. Upon final acceptance of the project, Awardee is to provide two 5-gallon pail of the finish coating for each color and sheen used during the course of the project, properly labeled and sealed per these Bid Specifications.
3. If less than 5 gallons of a particular type of paint and/or color was used, Awardee only has to provide two 1-gallon containers of that product.
4. SBBC is NOT obligated to accept any over shipment of materials beyond these maximum amounts unless approved by the PPO Supervisor assigned.

EIGHT-YEAR WARRANTY

1. Awardee is to provide a written warranty, co-signed by any subcontractors used in the progress of the work and the paint manufacturer's representative against cracking, peeling, flaking, chalking and against erosion and unreasonable fading on exterior surfaces, for eight years and a 2 year labor warranty from date of completion and acceptance of the project. The written warranty is to be provided upon submittal of the final invoice.
2. Awardee MUST agree to repair and repaint surfaces affected by such defects at no cost to SBBC including necessary removal or protection of other work, without limit, and to perform such work based on the provisions of these Bid Specifications, including extension of the warranty to cover warranted remedial work.

SECTION 7, BID SPECIFICATIONS: INCLUSIONS & EXCLUSIONS

KATHLEEN C. WRIGHT

General Conditions:

1. Building I (Item 1)
 - a. Include all painted stucco walls and ceilings.
 - b. Include doors on North & South side
 - c. Include pressure clean only louvered vents

2. Building 2 - Garage: (Item 1)
 - a. Include all electrical conduit painted or unpainted to be matched with wall color
 - b. Include painting of elevator building at N.W. corner and rear stairwell building S.E. side corner on the 5th floor Building 2 parking Garage.
 - c. Include pressure cleaning of vents and all exhaust fans.
 - d. Include center wall on the 5th floor and over top of 5th floor ramp
 - e. Include pressure cleaning of overhead doors

3. Building 2 – Garage (Item 2)
 - a. Include painting perimeter columns and steel corners at openings on all affected levels

SECTION 8, SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

1. SBE Participation: SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. SBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330.

Office of Procurement & Warehousing Service / Supplier Diversity Outreach Program Requirement:

THIS API APPLIES TO THIS SOLICITATION: SBBC has set a SBE participation goal of 40% for this solicitation, as an incentive to encourage manufacturers to establish authorized dealerships or distributorships with SBE suppliers of their products on a non-discriminatory basis.

2. SBE firms utilized for this contract must be certified by the SBBC Supplier Diversity Outreach Program at the time the bid is due. For information on SBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit www.browardschools.com/sdop. The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at: <https://www.browardschools.com/Page/32119>
3. If a Proposer is SBE Certified by SBBC or intends to utilize SBE firms as a subcontractor on this contract, the SBE firms shall be certified by SBBC at the time of bid. It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the PWS/SDOP to verify the Vendor's current Certification status or to obtain the applicable small business certification. A certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm which seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project, shall be subject to removal or decertification by PWS/SDOP.

At the time the Qualifications Statement is submitted, the Submitting Firm shall identify all SBBC-certified SBE firms (if any) which will be utilized by completing Attachment A.1, which includes SBE Subcontractor Participation Schedule and, Statement of Intent to Perform as an SBE Subcontractor. If the Submitting Firm forms a Joint Venture, the Statement of Intent for SBE CM Participation must be signed by both Submitting Firms.

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. If the Proposer is unable to attain the SBE participation Goal, after exhausting all searches to fulfill the Goal; the Proposer must submit a SBE Participation Good Faith Effort Form. This form will be validated by the SDOP upon investigation results.

4. The SDOP forms are due (if applicable) at the time of Bid submittal and can be obtained on our website at: <https://www.browardschools.com/Page/32118>

SECTION 9, FORMS AND ATTACHMENTS

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

ATTACHMENT 1

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

Check one of the following and sign:

I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.

I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been _____ identified above.

Signature

Company Name

03/28/13

**ATTACHMENT 2
DRUG FREE WORKPLACE**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

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

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

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

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

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

ATTACHMENT 3

MINIMUM LIMITS OF INSURANCE REQUIREMENTS

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

General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

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

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

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

_____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

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

Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.

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

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

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

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

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

ATTACHMENT 4

W-9 Form

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

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

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



ATTACHMENT 5

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

VENDOR NAME:

Authorization Agreement

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

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

This agreement shall remain in effect until The School Board of Broward County receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institute: _____

Branch/ State: _____

Routing No: _____

Account No: _____	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
-------------------	--------------------------------------	-------------------------------------

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

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

Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

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

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

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

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

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

SECTION 10, STATEMENT OF "NO BID"

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

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

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

Bid Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

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

Comments:

Signature: _____ Date: _____

EXHIBIT A1



SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

The following forms are due (if applicable) at the time of Bid submittal:

1. S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

Document Link: [Click Here](#)

(https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00485%20SMWBEMonthlySubcontractorUtilizationReport%20082017_Finalv2.pdf)

Document Preview:

SECTION I - GENERAL INFORMATION								
Project Name:				Contract Number and Work Order Number (if applicable):				
Report #:	Reporting Period:		S/M/WBE Contract Goal:		Contract Completion Date:			
Prime Contractor Name:		Project Manager (PM) Name:						
Prime Contractor Street Address:								
Prime Contractor Phone #:	Prime Contractor Email Address:			PM Phone #:	PM Email Address:			
SECTION II - UTILIZATION INFORMATION								
Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period. For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.								
ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$

2. SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION FORM SCHEDULE

Document Link: [Click Here](#) (https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf)

Document Preview:

SOLICITATION INFORMATION						
Contract #:		Project Start Date:				
Project Name:						
Project Location:						
Bidder/Proposer:						
Address:						
Contact Person:	Email Address:	Phone #:				
ORGANIZATION STATUS						
Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$

3. STATEMENT OF INTENT TO PERFORM AS A S/M/WBE SUBCONTRACTOR

Document Link: [Click Here](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf) https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf

Document Preview:



Document Number 00470
 Attachment _____

**STATEMENT OF INTENT TO PERFORM
 AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: _____
 CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work

4. S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

Document Link: [Click Here](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf) https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/GoodFaithEffortForm_101119_v5.pdf

Document Preview:



**S/M/WBE PARTICIPATION
 GOOD FAITH EFFORT FORM**

DATE: _____

CONTACT INFORMATION			
Solicitation Title:	_____		
Solicitation #:	_____		
Prime Contractor:	_____		
Contact Person:	_____		
Phone #:	_____	Email:	_____

GOOD FAITH EFFORT DOCUMENTATION
The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of seventy (70) or more points in order to pass , indicating that good faith efforts were

- SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: <https://www.browardschools.com/Page/32118>

SDOP website with list of Certified S/M/WBE Vendors: <https://www.browardschools.com/Page/32119>

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.