



# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

The School Board of  
Broward County, Florida

Donna P. Korn, Chair  
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff  
Robin Bartleman  
Patricia Good  
Heather P. Brinkworth  
Laurie Rich Levinson  
Ann Murray  
Nora Rupert

Robert W. Runcie  
Superintendent of Schools

## ADDENDUM NO. 2 Revised

March 2, 2020

Reference: ITB FY20-210 – Storm Sewer & Sewer Main Cleaning & Repairs

Dear: **All Bidders**

Amend the above referenced ITB in the following particulars only:

1. Attached is clarification to Question 2 of Addendum No. 1.
2. As a reminder, the due date for this ITB is March 5, 2020 at 2:00 pm

This Addendum is for informational purposes only and need not be returned with your Bid. By virtue of signing the "Invitation to Bid Form", Page 1 of ITB Bid No. FY20-210 – Storm Sewer & Sewer Main Cleaning & Repair, Bidder certifies acceptance of this Addendum.

Sincerely,

*Edgar Lugo*

Edgar Lugo  
Purchasing Agent III



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Superintendent of Schools

## ADDENDUM NO. 2 Revised (continued)

### Questions & Answers Section

**Question #2 of Addendum No. 1:** Please provide us with bid tabs for same or similar work that bid in the past (include unit pricing).

**Answer #2 (Clarification):** Below find the bid tabulation for the current contract:

The School Board of Broward County, Florida  
Procurement & Warehousing Services

ITB No.: <u>15-106C</u>	Tentative Board Meeting Date*: <u>APRIL 21, 2015</u>
Description: <u>STORM SEWER &amp; SEWER MAIN CLEANING REPAIRS</u>	Notified: <u>881</u> Downloaded: <u>19</u>
	ITB Rec'd: <u>2</u> No Bids: <u>0</u>
For: <u>RISK MANAGEMENT DEPARTMENT</u> (School/Department)	ITB Opening: <u>FEBRUARY 12, 2015</u>
Fund: <u>DEPARTMENT'S OPERATING BUDGET</u>	Advertised Date: <u>JANUARY 21, 2015</u>
	Award Amount: <u>\$750,000</u>

**POSTING OF ITB RECOMMENDATION/TABULATION:** ITB Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **FEBRUARY 19, 2015 BY 4:30 PM**, and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

**VENDOR'S NAME**

ALL LIQUID ENVIRONMENTAL SERVICES LLC  
DBA JOHNSON ENVIRONMENTAL SERVICES

SHENANDOAH GENERAL CONSTRUCTION COMPANY

**ITEM(S) AWARDED**

GROUP A (ITEMS 1 THROUGH 49)

GROUP A (ITEMS 1 THROUGH 49)

RECOMMEND BID BE AWARDED BY GROUP TO THE TWO LOWEST RESPONSIVE AND RESPONSIBLE BIDDERS MEETING ALL SPECIFICATIONS, TERMS AND CONDITIONS.

CONTRACT PERIOD: APRIL 22, 2015 THROUGH APRIL 21, 2018.

By: \_\_\_\_\_

(Purchasing Agent)


Date: \_\_\_\_\_

2-19-15

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA				All Liquid Environmental Services, LLC DBA Johnson Environmental Services				Shenandoah General Construction Company			
BID TABULATION SHEET											
Item	Description	Quantity	Unit	Bid Unit Price	Bid Price Extension	5% Pref. Unit Price	Pref. Price Extension	Bid Unit Price	Bid Price Extension	5% Pref. Unit Price	Pref. Price Extension
Group A											
1	Sewer Cleaning in 6" - 12" Pipe	150	ft.	\$ 3.00	\$ 450.00			\$ 1.00	\$ 150.00		
2	Sewer Cleaning in 15" to 24" Pipe	150	ft.	\$ 5.50	\$ 825.00			\$ 3.00	\$ 450.00		
3	Video recording of Sewer Main 6" to 24" for Engineering Inspection	350	ft.	\$ 2.50	\$ 875.00			\$ 1.50	\$ 525.00		
4	Clear obstruction or blockage in sanitary sewer or storm sewer	8	hr.	\$ 250.00	\$ 2,000.00			\$ 185.00	\$ 1,480.00		
5	Emergency call our day or night for all contract items, response time two (2) hours. (See Bid Specification 6)	50	call	\$ 0.01	\$ 0.50			\$ 0.01	\$ 0.50		
6	Grouting of leaking Joints in 6" - 12" Pipe	65	ea	\$ 20.00	\$ 1,300.00			\$ 20.00	\$ 1,300.00		
7	Grouting of leaking Joints in 15" - 18" Pipe	45	ea	\$ 25.00	\$ 1,125.00			\$ 40.00	\$ 1,800.00		
8	Grouting of leaking Joints in 24" - 30" Pipe	45	ea	\$ 30.00	\$ 1,350.00			\$ 50.00	\$ 2,250.00		
9	Grouting of leaking manholes 0 ft. - 6 ft. deep	15	ea	\$ 100.00	\$ 1,500.00			\$ 15.00	\$ 225.00		
10	Grouting of leaking manholes 6 ft.-1" - 12 ft. deep	10	ea	\$ 125.00	\$ 1,250.00			\$ 40.00	\$ 400.00		
11	Grouting of leaking manholes 12 ft. - 1" and deeper	10	ea	\$ 150.00	\$ 1,500.00			\$ 50.00	\$ 500.00		
12	Grouting of leaking laterals	20	ea	\$ 25.00	\$ 500.00			\$ 50.00	\$ 1,000.00		
13	Cleaning 12" - 24" storm sewer	500	ft.	\$ 4.95	\$ 2,475.00			\$ 3.00	\$ 1,500.00		
14	Root or grease removal 12" - 24" sewer	250	ft.	\$ 1.00	\$ 250.00			\$ 2.00	\$ 500.00		
15	Cleaning 30" - 42" storm sewer	400	ft.	\$ 5.25	\$ 2,100.00			\$ 5.00	\$ 2,000.00		
16	Root or grease removal 30" - 42" storm sewer	25	ft.	\$ 1.00	\$ 25.00			\$ 2.00	\$ 50.00		
17	Cleaning 48" - 60" storm sewer	400	ft.	\$ 5.50	\$ 2,200.00			\$ 4.00	\$ 1,600.00		
18	Root or grease removal 48" - 60" storm sewer	25	ft.	\$ 1.00	\$ 25.00			\$ 2.00	\$ 50.00		
19	Cleaning storm sewer catch basin manholes 1 ft. - 6 ft. deep	50	ea	\$ 100.00	\$ 5,000.00			\$ 40.00	\$ 2,000.00		
20	Cleaning storm sewer catch basin manholes 6 ft.-1" - 10 ft.	25	ea	\$ 100.00	\$ 2,500.00			\$ 45.00	\$ 1,125.00		
21	Cleaning storm sewer catch basin manhole 10 ft.-1" - 16 ft. deep	10	ea	\$ 100.00	\$ 1,000.00			\$ 50.00	\$ 500.00		
22	Dewatering with 3" centrifugal pump with 20 ft.suction and 100 ft. discharge hose	72	hr.	\$ 20.00	\$ 1,440.00			\$ 0.01	\$ 0.72		
23	Dewatering with 4" centrifugal pump with 20 ft.suction and 100 ft. discharge hose	72	hr.	\$ 30.00	\$ 2,160.00			\$ 0.01	\$ 0.72		
24	3" discharge hose 100 ft. sections	10	ea	\$ 1.00	\$ 10.00			\$ 1.00	\$ 10.00		
25	4" discharge hose 100 ft. sections	15	ea	\$ 1.00	\$ 15.00			\$ 1.00	\$ 15.00		
26	Suction hose 100 ft. sections	10	ea	\$ 1.00	\$ 10.00			\$ 150.00	\$ 1,500.00		
27	Point repair (8" pipe) up to 9 linear feet	15	ea	\$ 1,000.00	\$ 15,000.00			\$ 450.00	\$ 6,750.00		
28	Additional charge (8" pipe) per linear foot	15	ea	\$ 200.00	\$ 3,000.00			\$ 1.00	\$ 15.00		
29	Point repair (10" pipe) up to 9 linear feet	15	ea	\$ 1,200.00	\$ 18,000.00			\$ 450.00	\$ 6,750.00		
30	Additional charge (10" pipe) per linear foot	20	ft.	\$ 200.00	\$ 4,000.00			\$ 1.00	\$ 20.00		
31	Point repair (12" pipe) up to 9 linear feet	20	ea	\$ 1,400.00	\$ 28,000.00			\$ 450.00	\$ 9,000.00		
32	Additional charge (12" pipe) per linear foot	20	ft.	\$ 200.00	\$ 4,000.00			\$ 1.00	\$ 20.00		
33	Point repair (15" pipe) up to 9 linear feet	20	ea	\$ 1,500.00	\$ 30,000.00			\$ 500.00	\$ 10,000.00		
34	Additional charge (15" pipe) per linear foot	20	ft.	\$ 200.00	\$ 4,000.00			\$ 1.00	\$ 20.00		
35	6" vacuum assisted point pump, delivered to the job site	10	day	\$ 250.00	\$ 2,500.00			\$ 1.00	\$ 10.00		
36	By-pass pumping of sewage for collapsed/blocked line with 6" pump, 20-ft. suction and minimum 500-ft. discharge hose. See bid specifications, section 6, item 35	10	day	\$ 300.00	\$ 3,000.00			\$ 1.00	\$ 10.00		
37	Grout 6" pipe in place for abandonment	200	ft.	\$ 3.00	\$ 600.00			\$ 2.00	\$ 400.00		
38	Grout 8" pipe in place for adondonment	200	ft.	\$ 4.00	\$ 800.00			\$ 4.00	\$ 800.00		

 <b>THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA</b> <b>BID TABULATION SHEET</b>				<b>All Liquid Environmental Services, LLC DBA Johnson Environmental Services</b>				<b>Shenandoah General Construction Company</b>			
Item	Description	Quantity	Unit	Bid Unit Price	Bid Price Extension	5% Pref. Unit Price	Pref. Price Extension	Bid Unit Price	Bid Price Extension	5% Pref. Unit Price	Pref. Price Extension
38a	Grout 10" pipe in place for abandonment	150	ft.	\$ 4.000	\$ 600.00			\$ 5.00	\$ 750.00		
39	Grout 12" pipe in place for abandonment	150	ft.	\$ 5.000	\$ 750.00			\$ 6.00	\$ 900.00		
40	Use of 6" Sloan Pump	5	day	\$ 200.000	\$ 1,000.00			\$ 200.00	\$ 1,000.00		
41	Material disposal	30	CY	\$ 25.000	\$ 750.00			\$ 185.00	\$ 5,550.00		
42	Concrete repairs	10	SY	\$ 65.000	\$ 650.00			\$ 200.00	\$ 2,000.00		
43	Concrete collars	10	ea	\$ 150.000	\$ 1,500.00			\$ 1,400.00	\$14,000.00		
44	Asphalt repairs	10	SY	\$ 30.000	\$ 300.00			\$ 115.00	\$ 1,150.00		
45	Brush removal	15	SF	\$ 10.000	\$ 150.00			\$ 5.00	\$ 75.00		
46	Baffle replacement	20	ea	\$ 200.000	\$ 4,000.00			\$ 750.00	\$15,000.00		
47	Sod replacement and grading	20	SY	\$ 5.000	\$ 100.00			\$ 15.00	\$ 300.00		
48	Security chain replacement	15	LF	\$ 8.000	\$ 120.00			\$ 10.00	\$ 150.00		
49	Grate replacement	5	ea	\$ 250.000	\$ 1,250.00			\$ 300.00	\$ 1,500.00		
<b>REMARKS:</b> BID DRAFT WAS APPROVED BY: BIDS RECEIVED WERE EVALUATED BY: RECOMMEND THE AWARD BE MADE TO THE ABOVE LOW BIDDER(S) MEETING SPECIFICATIONS TERMS AND CONDITIONS.											



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Nora Rupert

Robert W. Runcie  
Superintendent of Schools

## ADDENDUM NO. 1

February 21, 2020

Reference: ITB FY20-210 – Storm Sewer & Sewer Main Cleaning & Repairs

Dear: **All Bidders**

Amend the above referenced ITB in the following particulars only:

1. Attached are response(s) to the question(s) received.
2. As a reminder, the due date for this ITB is March 5, 2020 at 2:00 pm

This Addendum is for informational purposes only and need not be returned with your Bid. By virtue of signing the "Invitation to Bid Form", Page 1 of ITB Bid No. FY20-210 – Storm Sewer & Sewer Main Cleaning & Repair, Bidder certifies acceptance of this Addendum.

Sincerely,

*Edgar Lugo*

Edgar Lugo  
Purchasing Agent III



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Robert W. Runcie  
Superintendent of Schools

## ADDENDUM NO. 1 (continued)

### Questions & Answers Section

**Question #1:** Under Section 4, Special Conditions, #9 Bidder's Qualifications:

It states that we must provide current copies of the following with the bid

1. Certificate of Competency issued by Broward County
2. Broward Count Occupational License
3. Contractor's Underground Utility License

Please advise whether all of the above are required to be submitted with the bid or if only Contractor's Underground Utility License is sufficient?

**Answer #1:** All of the above is required to be submitted with the bid.

**Question #2:** Please provide us with bid tabs for same or similar work that bid in the past (include unit pricing).

**Answer #2:** Below find the link to the contract award details for the current contract:

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/contract%20listings/pgroup%20c/15-106C\\_StormSewerandSewerMaintCleaningReapirs\\_20190523.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/contract%20listings/pgroup%20c/15-106C_StormSewerandSewerMaintCleaningReapirs_20190523.pdf)

**Question #3:** Do we need to get prequalified with The School Board of Broward County prior to bid opening or is this required of the company awarded the job?

**Answer #3:** Pre-qualification is not required.

**Question #4:** Is a bid bond/surety required for this bid?

**Answer #4:** A bid bond is not required for this bid.



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Superintendent of Schools

### ADDENDUM NO. 1 (continued)

**Question #5:** under the submittal requirements, an underground utility contractor license is required. I want to verify a certified general contractors license would also be acceptable since it supersedes the underground license.

**Answer #5:** Certified general contractor is acceptable. Documentation of experience in working with underground utilities/stormwater systems must be provided.

**Question #6:** Line item 47 is baffle replacement. The spec doesn't state anything other than replacing a baffle. There are no dimensions given, or a maximum pipe size. Given that a baffle for a 48" pipe is extremely expensive and much harder to install, can we be given size range of expected replacements needed. If not could that item be broken up into size ranges, i.e. 0-18", 21-27" etc.

**Answer #6:** Assume baffle plate replacement within catch basin, not installation into a specific diameter pipe.

**Question #7:** Please provide the estimated annual expenditure

**Answer #7:** The total spend-to-date amount of the current bid is \$374,000.

Please refer to Section 4, Special Condition 6 – Quantities:

"The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time."

**Question #8:** Please provided a copy of the bid tabulation from the two previous contracts of this nature.

**Answer #8:** Please refer to answer #2 for the last five-year contract.





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### ADDENDUM NO. 1 (continued)

**Question #9:** Please provide a copy of the two previous annual contracts for this job.

**Answer #9:** Please refer to answer #2 for the last five-year contract.

**Question #10:** Please provide a copy of all work orders issued off of this contract over the last year.

**Answer #10:** Below find examples of purchase order request for current bid.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**ENVIRONMENTAL HEALTH & SAFETY DEPARTMENT**

**TELEPHONE (754) 321-4200**

**FACSIMILE: (754) 321-4285**

Date: December 12, 2019

To: Nadege Cadesca, Capital Payments Review Supervisor  
Capital Budget Department

From: Alison D. Witoshynsky, Coordinator, Environmental Compliance *Adw*  
Environmental Health & Safety Department

RE: REQUEST FOR PURCHASE ORDER  
To Shenandoah General Construction  
Storm Sewer & Sewer Maintenance Cleaning Repairs – Bid 15-106C

Please provide a Purchase Order for Shenandoah General Construction for \$6,990.00 to perform Sewer cleaning activities in preparation for Permit renewal at Central Park Elementary School as per the attached Proposal #P15147 dated November 4, 2019.

Should any further information be needed, or if I may be of any assistance, please call my office at 754-321-4200.

# SHENANDOAH

CONSTRUCTION

1888 N.W. 22<sup>nd</sup> Street • Pompano Beach, FL 33069  
(954) 975-0098 Fax: (954) 975-9718

Page 1 of 1

DATE: November 04, 2019  
SUBMITTED TO: Broward County School Board  
Environmental Health & Safety Dept.  
STREET: 4200 NW 10th Ave  
CITY, STATE & ZIP: Oakland Park, FL 33309  
PHONE: (754) 321-4214  
FAX:  
EMAIL: alison.witoshynsky@browardschools.com  
JOB NAME: Central Park Elementary  
ATTENTION: Alison Witoshynsky

PROPOSAL #P15147

We propose to furnish a crew and all necessary equipment to Clean Structures and remove vegetation inside structures and around structures 1,2,3,4,5,6,8,9,10,11,12,13,14,16,17,18,19 and 20 as per punch list at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

cleaning storm sewer catch basin manhole 1ft. to 6ft (at \$40.00 Each)	8 Each	\$320.00
deep item #19		
cleaning storm sewer catch basin manholes 6ft to 10ft deep item#20 (at \$45.00 Each)	10 Each	\$450.00
Suction Hose 100 ft Sections item # 26 (at \$150.00 Each)	2 Each	\$300.00
Material Disposal item # 41 (at \$185.00 Per cu. Yd.)	32 cu. yd(s).	\$5,920.00
<b>Estimated Total:</b>		<b>\$6,990.00</b>

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.  
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:



SHENANDOAH GENERAL CONSTRUCTION CO.  
Jose Vera

TITLE  
Estimator

DATE  
11/04/2019

## ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
REPRESENTATIVE:

DATE:  
TITLE:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

**ENVIRONMENTAL HEALTH & SAFETY DEPARTMENT**

**TELEPHONE (754) 321-4200**

**FACSIMILE: (754) 321-4285**

Date: November 25, 2019

To: Nadege Cadesca, Capital Payments Review Supervisor  
Capital Budget Department

From: Alison D. Witoshynsky, Coordinator, Environmental Compliance *Adw*  
Environmental Health & Safety Department

RE: REQUEST FOR PURCHASE ORDER  
To Shenandoah General Construction  
Storm Sewer & Sewer Maintenance Cleaning Repairs – Bid 15-106C

Please provide a Purchase Order for Shenandoah General Construction for \$4,300.00 to perform Sewer cleaning activities in preparation for Permit renewal at West Hollywood Elementary School as per the attached Proposal #P15436 dated October 29, 2019.

Should any further information be needed, or if I may be of any assistance, please call my office at 754-321-4200.

# SHENANDOAH

CONSTRUCTION

1888 N.W. 22<sup>nd</sup> Street • Pompano Beach, FL 33069  
(954) 975-0098 Fax: (954) 975-9718

Page 1 of 1

DATE: October 29, 2019  
SUBMITTED TO: Broward County School Board  
Environmental Health & Safety Dept.  
STREET: 4200 NW 10th Ave  
CITY, STATE & ZIP: Oakland Park, FL 33309  
PHONE: (754) 321-4214  
FAX:  
EMAIL: alison.witoshynsky@browardschools.com  
JOB NAME: West Hollywood Elementary  
ATTENTION: Alison Witoshynsky

PROPOSAL #P15436

We propose to furnish a crew and all necessary equipment to clean c/o's 5,4,3,1,11,13,12 and cb#25,24,22,21 and locate cb 23 per punchlist at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

Jet Vac Truck (Tandem Axle) ITEM 4	(at \$185.00 Per Hour)	10 hour(s)	\$1,850.00
Support Truck	(at \$0.00 Per Hour)	0 hour(s)	\$0.00
Flex Hose 6" ITEM 26	(at \$150.00 Each)	4 Each	\$600.00
Disposal ITEM 41	(at \$185.00 Per cu. Yd.)	10 cu. yd(s).	\$1,850.00

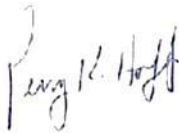
**Estimated Total: \$4,300.00**

NOTE: One way travel time for all hourly vehicles listed above. Three hour minimum. This proposal includes removal of all loose debris from the structures only. Pipe/s not included. (excluding hazardous waste), if non-hazardous contaminated liquids or soils are encountered, such as oil, gas, fuel, hydraulic oil, etc., the customer will be required to have the material analyzed, by an approved lab, then approved by a disposal facility, prior to Shenandoah transporting and disposing of the material, additional cost for specialty hauling and disposal will be applied to the invoice, along with documented receipt.. However, we are not responsible for problems occurring during or after cleaning due to pre-existing condition, original installation or design.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.  
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.

SIGNATURE:



SHENANDOAH GENERAL CONSTRUCTION CO.  
Perry Hoff

TITLE  
Estimator

DATE  
10/29/2019

## ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: \_\_\_\_\_

COMPANY NAME:  
REPRESENTATIVE:

DATE:  
TITLE:





# THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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

## PROCUREMENT & WAREHOUSING SERVICES

MARY CATHERINE COKER, DIRECTOR

[www.BrowardSchools.com](http://www.BrowardSchools.com)

The School Board of  
Broward County, Florida

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Robert W. Runcie  
Superintendent of Schools

2/11/2020

Dear Prospective Bidders,

**SUBJECT: Instructions to Bidders  
Invitation to Bid: FY20-210 – Storm Sewer & Sewer Main Cleaning & Repairs**

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for **Storm Sewer & Sewer Main Cleaning & Repairs**. Any questions regarding this ITB should be addressed to the Purchasing Agent, in writing, at the address stated above, via facsimile at 754-321-0533 or via e-mail to [edgar.lugo@browardschools.com](mailto:edgar.lugo@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.

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 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 before the submission of the 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>.

- **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. To have your bid considered for award, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on the 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 [edgar.lugo@browardschools.com](mailto:edgar.lugo@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.

Edgar Lugo  
Purchasing Agent III

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	<p align="center">The School Board of Broward County, Florida  <b>PROCUREMENT AND WAREHOUSING SERVICES</b>          7720 West Oakland Park Boulevard, Suite 323          Suise, Florida 33351-6704          754-321-0505</p>	<h1 align="center">INVITATION TO BID (ITB)</h1>
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<b>DUE DATE:</b> Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:  <div style="background-color: yellow; padding: 2px; display: inline-block;"><b>3/5/2020</b></div>	ITB NO.: <b>FY20-210</b>	RELEASE DATE: <b>2/11/2020</b>	PURCHASING AGENT: Edgar Lugo 754-321-0508
Check Addenda for any revised opening dates before submitting your bid. <b>Bid(s) received, after the date and time stated above, shall not be considered for award.</b> Faxed bids are not allowed and will not be considered for award.			
BID TITLE: <h2 align="center">STORM SEWER &amp; SEWER MAIN CLEANING &amp; REPAIRS</h2>			

<h3 align="center">SECTION 1 – Bidder Acknowledgement</h3>	
<b>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.</b>	
Bidder's Name and state "Doing Business As", where applicable:	<b>"REMIT TO" ADDRESS FOR PAYMENT:</b> If payment(s) is/are to be mailed to address other than as stated on the left, please complete the section below. <input type="checkbox"/> Check this box if the address is the same as stated on the left.
Address:	P.O. Address:
City:	
State:	City:
Telephone Number:	State:
Toll-Free Number:	Zip Code:
Fax Number:	Contact:
E-Mail Address of Authorized Representative:	Telephone Number:
<b>E-mail Address to Send Purchase Orders:</b>	Toll-Free Number:
Federal Tax Identification Number:	Fax Number:
<div style="display: flex;"> <div style="flex: 1; padding-right: 10px;"> <p>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 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.</p> <p><i>I agree that this bid cannot be withdrawn within 90 days from date due.</i></p> </div> <div style="flex: 1; border-left: 1px solid black; padding-left: 10px;"> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"> <b>Signature of Authorized Representative (Manual)</b> </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"> <b>Name of Authorized Representative (Typed or Printed)</b> </div> <div style="border-bottom: 1px solid black;"> <b>Title</b> </div> </div> </div>	

### SECTION 2 – Submittal Requirements

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

- |  |  |   |   |
|--|--|---|---|
| <input checked="" type="checkbox"/> Underground Utility contractor license. Section 4, Special Condition 9.A | <input checked="" type="checkbox"/> Bid Summary Sheet  | <input type="checkbox"/> S/M/WBE Participation Schedule (Exhibit A)                   | <input type="checkbox"/> Statement of Intent to Perform as an S/M/WBE Subcontractor (Exhibit B) |
| <input checked="" type="checkbox"/> Drug free workplace form Section 7, Attachment 2                         | <input checked="" type="checkbox"/> References Section 7, Attachment 6; Section 4, Special Condition 9.B | <input checked="" type="checkbox"/> Conflict of Interest Form Section 7, Attachment 1 | <input checked="" type="checkbox"/> Certificate of Debarment General Condition 45               |

**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 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 before 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 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 the date due** for the bid to be considered. Bids shall be opened at 2:00 p.m. ET on the 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 opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
- d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDING 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 an attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete their portion of the form. Failure to submit and execute this form, with the bid, shall result in the 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 the 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 the determination of an award of the 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 a 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 the 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 the actual date of delivery is specified (or if specified delivery cannot be met), show the 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 17<sup>th</sup> Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
7. **BID OPENING:** 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 therefrom as a part of any commercial advertising without prior approval of SBBC.
9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment 1, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment 1 should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES, AND PERMITS of the General Conditions. Insurance Requirements are shown in FORMS AND ATTACHMENTS Section of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

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

13. **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications, and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications, and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.  
*An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **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 the 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 the 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 (5) days, a 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 the 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 an order for goods/services as a result of this award. Order placement shall be based upon the needs and best interests 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. 3<sup>rd</sup> Avenue, 7<sup>th</sup> 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 desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde-free.** Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order, shall be deemed to be not correct and may be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in the Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment, and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.
36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on [www.demandstar.com](http://www.demandstar.com) on **March 12, 2020 at 3:00 pm**, and shall remain posted for 72 hours. Any change to the date and time established herein for the posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at [www.demandstar.com](http://www.demandstar.com) (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest**, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC**
37. (Continued):  
**Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.**
38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time-stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on the 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. The packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment shall result in refusal of shipment at the 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) AWARDDEE 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 AWARDDEE, its agents, servants or employees; the equipment of the AWARDDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDDEE or the negligence of AWARDDEE'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 AWARDDEE, 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 nonfinancial 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 a 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 a 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](http://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](http://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 an 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 the application of the above criteria does not indicate a priority for an 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 the 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. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit [www.browardschools.com/sdop](http://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 the Awardee or its personnel providing any services. The 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 the 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 an 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](http://www.fieldprintflorida.com).** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website: [http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT\\_CODES.pdf](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 the 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. 3<sup>rd</sup> 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 the bid and/or Purchase Order may be rejected upon delivery and/or maybe 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 the 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. **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.*

63. **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 record 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. The 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 record 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 **STORM SEWER & SEWER MAIN CLEANING AND REPAIRS** as specified herein. The scope of requirements includes, but is not limited to, storm sewer and sewer main cleaning, grouting and providing video documentation showing completed work. The awardee will receive individual purchase orders. SBBC locations may issue open (blanket) Purchase Orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by SBBC as a result.

**One original, clearly marked, a 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 6/18/2020 and continuing through 5/31/2023**. Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract shall be reduced to one year.
3. **AWARD:** In order to meet the needs of SBBC, each **GROUP**, as indicated on the Bid Summary Sheet, shall be awarded up to the three lowest responsive and responsible Bidders meeting specifications, terms, and conditions. The lowest Awardee for an item or group shall be considered the primary vendor and should receive the largest volume of work. Therefore, it is necessary to bid on every item in the group, and all items in the group must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet. SBBC reserves the right to procure goods from the second and third lowest Bidders if a) the lowest Awardee cannot comply with delivery requirements or specifications; b) the lowest Awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) or if it is in the best interest of SBBC. When a bid has multiple awardees, all awardees must agree to the same or lower Unit Prices submitted by the lower bidder.

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 Edgar Lugo, **Procurement and Warehousing Services, 754-321-0508 or e-mail at [edgar.lugo@browardschools.com](mailto:edgar.lugo@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 Edgar Lugo, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
5. **CONTRACT RENEWAL:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the items listed. The term of the bid shall be for three (3) year(s), and may, by mutual agreement between SBBC and the Awardee, be renewed for two additional one-year periods and, if needed, 90 days beyond the expiration date of the final renewal period. Procurement and Warehousing Services, will, if considering renewing, request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 14 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.

6. **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.
7. **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.
8. **FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
9. **BIDDER'S QUALIFICATIONS:**
- A. **Licenses:** The Awardee(s) must provide current copies of the following with the bid:  
Provide copies of the following:
1. Certificate of Competency issued by Broward County
  2. Broward County Occupational License
  3. Contractor's Underground Utility/License
- B. **References:** Please provide three references. They must be able to confirm that your firm has had at least two (2) years of continuous experience prior to the submission of this bid in the management and operation of sewer main cleaning, grouting and providing video documentation. Section 7, Attachment 7.
- C. **Equipment:** Bidder must have a minimum of two combination cleaner trucks, TV/grout trucks and one vacuum truck.
10. **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** The 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. S/M/WBE 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. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL:**  
[broward.k12.fl.us/sbbcpolicies](http://broward.k12.fl.us/sbbcpolicies).
- Nondiscrimination:  
Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 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 SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As part of its response, the Bidder shall provide SBBC with 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 Bidder 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 SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.



## INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

**The Affirmative Procurement Initiative (API) implemented in this solicitation is the M/WBE Annual Aspirational Goals:**

**The M/WBE Annual Aspirational Goals is a non-mandatory annual percentage goal for overall M/WBE prime and subcontract participation in School Board contracts. It is established each year by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the District's 2015 MTA Disparity Study findings, along with relative M/WBE availability data to be collected by the School Board through its Centralized Bidder Registration (CBR) system, and the utilization of M/WBEs.**

The Proposer must identify itself as an SBBC-Certified M/WBE firm, by completing the Form 00475 and Form 00470 (see Attachment A). The Statement of Intent submitted with the proposal reflects the intent to self-perform. Additionally, it will detail the scope of work and dollar amount to perform.

Indicate the extent and nature of the firm's work with specificity, as it relates to the services as described in this ITB.

Provide proof, in writing, that the M/WBE proposer is certified by The School Board of Broward County (SBBC), Florida. Any participation by firms not certified with SBBC at the time the proposal is due will not count towards the points for this solicitation. **If you are not a SBBC Certified M/WBE Proposer state N/A on the form and return it with your Proposal.**

Failure of a proposer to commit and submit as required in the solicitation to satisfying the SBE subcontracting goal, shall render its response non-responsive to the M/WBE requirements. Please go to the following link to view the current list of SBBC-Certified firms: [browardschools.com/Page/46981](http://browardschools.com/Page/46981)

11. **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, 4210 N. W. 10th Avenue, Fort Lauderdale, Florida 33309.**
  - A. Material release number OR the control number
  - B. Purchase Order number
  - C. A complete description of the items
  - D. Itemized list price
  - E. Total dollar amount shall be net
12. **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.**
13. **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 the 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 the same. The 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.
  - a. 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 the disqualification of the bid item.**

14. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days before the third-anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment. SBBC reserves the right to request a reduction in contract prices equal to the percentage of change of the Consumer Price Index (CPI) in the event of a reduction. SBBC reserves the right to not renew any contract regardless of price considerations. Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.
15. **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.
16. **PROTECTION OF PROPERTY:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless such is caused by the SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee.
17. **PROTECTION OF WORK, PROPERTY, AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC, and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to ensure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
18. **DIVE EQUIPMENT, PLUGS AND PUMPING:** If this equipment or services are needed, an authorized SBBC representative will request a quote from the primary Awardee.
19. **POINT REPAIR:** Items 27 – 34 request pricing for point repair. Materials which may be encountered include clay, cast iron and PVC pipe. All repairs shall match the existing material. For purposes of this bid, pricing for clay pipe may be used.
20. **SUBCONTRACTING:** Due to environmental and liability concerns, no subcontracting will be allowed.
21. **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.

**22. ITB TIMELINE:**

- |  |           |
|--|-----------|
| a. Release of ITB:   | 2/11/2020 |
| b. Written Questions due on or before 5:00 p.m. ET<br>in Procurement & Warehouse Service Department:   | 2/19/2020 |
| c. The bid is due on or before 2:00 p.m. ET<br>in Procurement & Warehousing Service Department:<br>Proposal Opening will be at:<br>7720 West Oakland Park Blvd., Suite 323,<br>Sunrise, Florida 33351-6704 | 3/5/2020  |
| d. Posting of Recommendation :   | 3/12/2020 |

## **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. **GENERAL REQUIREMENTS:** The intent of this contract is to provide for cleaning and video inspections of gravity sewer mains throughout Broward County. There will be requirements for "tubing out" from the streets into backyards through fences and other obstacles to clean gravity or force sewer lines for teleinspection.
2. **GUIDELINES:** Operations are to be performed in accordance with the National Association of Sewer Service Companies (NASSCO) Specification Guidelines for Sewer Collection System Maintenance and Rehabilitation, eighth edition, January 1994 or as amended.
3. **SCHEDULES:** A detailed work schedule shall be submitted by the Awardee(s) and approved by SBBC before commencement of work each week. Should there be any changes in the schedule submitted by the Awardee(s), the Awardee(s) is to notify SBBC at once. SBBC reserves the right to make changes to the schedule as needed.
4. **TRAFFIC CONTROL:** The Awardee(s) shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. SBBC's representative reserves the right to shut down any job site for unsafe conditions.
5. **SERVICE RESPONSE:** Service must begin within two (2) hours of notification. Awardee(s) who do not meet this requirement may be considered non-responsive.
6. **EMERGENCY CALL OUT:** Emergency call-out is responding on short notice to perform any of the services listed in this ITB. This may be required outside of normal working hours such as after 4:00 p.m. or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with Awardee(s). The Awardee(s) should submit and maintain a valid emergency list consisting of no less than five (5) local contact numbers for no less than three (3) company representatives to be submitted with the bid or upon request.
7. **CLEANING:** The intent of sewer line cleaning shall be to remove sand, silt, dirt, roots, rags, grease and other material from the lines and restoring the line to a minimum 95% of the original vertical height of the pipe. All debris is to be removed from the downstream manhole using a vacuum extraction unit. The evaluation of the condition of these sewers depends extensively on the cleanliness of the lines; the importance of this operation is emphasized. Acceptance of sewer line cleaning shall be made upon the successful completion of the video inspection and must be to the satisfaction of SBBC.
8. **MATERIAL REMOVAL:** All rocks, sand, dirt, grease and other materials removed during the cleaning operation shall be removed at the downstream manhole of line section being cleaned. Passing material from manhole section to manhole section will be deemed unacceptable, unless instructed by SBBC in emergency situations. All debris from cleaning is to be removed with a vacuum extraction unit and disposed of by the Awardee(s) to a Department of Natural Resource Protection (DNRP) approved disposal site. Equipment used to remove debris is required to have necessary state and county licenses for transporting and dumping sewer debris.
9. **ROOT REMOVAL:** Roots shall be removed from any and all lines where root intrusion is a problem. This may be achieved by using root cutters, porcupines, (approved) chemical root treatment and/or high-velocity jet cleaners. Lines still containing heavy roots or blocked by roots will be deemed unacceptable and no payment will be made for that line section until all roots are removed.

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

10. **CONDITIONS:** It is recognized that there are some conditions, such as broken pipe and major blockages that prevent cleaning being accomplished or where additional damage could result if cleaning were to continue. Should such conditions be encountered, the Awardee(s) shall immediately notify SBBC. The Awardee(s) will not be required to clean those specific sewer sections unless so instructed by SBBC.
11. **PRECAUTIONS:** Cleaning precautions shall be taken in the use of cleaning equipment. When operating equipment which depends on water pressure to provide its cleaning force or tools which retard the flow in the sewer, precautions shall be taken to insure that the water pressure does not damage the surrounding area or cause flooding of public or private property being served by the sewer. In the event property damage does occur from water pressure during the cleaning operation, the Awardee(s) will be responsible to make restitution to the damaged party(ies).
12. **JET VACUUM EQUIPMENT:** All combination hydro-cleaning equipment shall be capable of removing dirt, sand, rocks, grease, debris and obstructions from gravity sewer lines. The equipment shall have a minimum of (3) three nozzles producing a scouring action of 15 to 45 degrees at a minimum of 2,000 PSI (pounds per square inch) in all size lines designated to be cleaned. The equipment must afford a high-velocity handgun to be used for washing and scouring the walls and floor of each manhole connected to sewer lines being cleaned. The equipment is required to be equipped with an anti-siphon filler device to prevent contamination of the water systems. The equipment shall carry its own water tank, auxiliary engines, pumps, hydraulically-driven hose reel and vacuum system to complete the cleaning operation. Any other equipment needed to facilitate easement cleaning shall be provided by the Awardee(s) at no cost to SBBC.
13. **WATER SUPPLY:** Water used for all work shall be furnished by SBBC, however, all water must be metered through SBBC's meter. Failure by the Awardee(s) to meter the water could result in his being fined or charged for estimated water used.
14. **ACCEPTANCE OF CLEANING OPERATION:** If the video inspection shows the cleaning to be unsatisfactory, the Awardee(s) shall be required to re-clean and re-inspect the sewer line until the cleaning is shown to be acceptable by the SBBC representative. In the areas where video inspection is not performed by the Awardee(s), SBBC, at its own discretion may film "clean only" lines and if found to be unsatisfactory, shall be re-cleaned by the Awardee(s) at no cost to SBBC.

All lines which have sags or dips, to an extent that the video camera lens becomes submerged for three (3) or more linear feet during the inspection and if jetting is not able to evacuate the dip, the Awardee(s) shall pull a double squeegee and/or sponges through the lines in order to remove the water from those dips or sags.

Water removal shall be performed until the camera lens is no longer submerged. This requirement may be waived by SBBC if the water in which the camera lens is submerged is clean enough to allow the identification of pipe defects, or heavy sand infiltration entering in the line section.

### **SECTION 6, BID SPECIFICATIONS (Continued)**

15. **VIDEO INSPECTION:** The color camera used for the inspection shall be one specifically designed and constructed for inspection of sewer lines. It shall be capable of panning 275 degrees and rotating 360 degrees to enable complete inspection of pipe periphery and lateral connections at the main. Lighting for the camera shall be sufficient to allow a clear picture of the entire periphery of the pipe and laterals. In no case shall the camera be pulled/crawled through the pipe at a speed greater than 30 ft./minute. If, during the inspection operation, the camera will not pass through the entire section of pipe, the Awardee(s) shall set up the equipment at the opposite manhole. It will be required that the Awardee(s) make use of a tractor/crawler to effect this process in the event the line has an obstruction. If the camera again fails to pass through the entire section of pipe, the inspection shall be considered complete.

The importance of accurate distance measurement is emphasized. Measurements for location of defects shall be above ground by means of an electronic metering device. Marking of the cable, or the like, will not be acceptable. This information as well as accurate manhole numbers shall be recorded on the electronic video media for each line segment recorded.

16. **SURVEY LOGS:** Inspection reports shall be submitted in printed hardcopy and electronic data format using RJN lineview or an equivalent system. These records must clearly show the location of each infiltration point observed during the inspection. These reports must also include, but are not limited to the following:

1. Correct manhole numbers
2. Correct address of manhole
3. Pipe size, length and material
4. Manhole depth
5. Quarter section page number
6. Electronic video media number and index
7. Footage locations, descriptions and estimated leak rates for visible point sources of infiltration/inflow.
8. Footage locations and description of structural defects such as obstructions, any remaining root intrusion, offset joints, cracked pipe, holes, collapses, sags, protruding service connections and/or blockages in the pipe.

All reports and electronic data **MUST** be submitted with the electronic video media on a weekly basis for review.

RJN Linemate/Lineview is manufactured by the RJN Group, 200 West Front Street, Wheaton, IL 60187, Attention: Bill Kienzle 1-800-227-7828.

The Awardee(s) shall discuss terminology to be used for this project with the SBBC representative so it will be compatible with terminology used by the Physical Plant Operations Department.

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

17. **MANHOLE REPORTS:** When performing video inspections or preventive maintenance cleaning, the Awardee(s) will be required to complete and submit a manhole inspection report for all manholes encountered. The report forms shall be supplied by SBBC for reproduction and will include, but are not limited to the following items:
1. Manhole condition
  2. Rim and cover condition
  3. Bench condition
  4. Manhole depth
  5. Rate of inflow/infiltration
  6. Manhole size
  7. Area subject to ponding
- NOTE:** Due to some easement conditions the Awardee(s) will be responsible for arranging access to manholes as well as locating and uncovering them as needed. Any manholes located below grade are to be brought to the SBBC representative's attention in writing, so corrections can be made.
18. **ELECTRONIC VIDEO MEDIA:** The purpose of video recordings shall be to supply a visual and audio recording of lines inspected so they may be replayed at a later date. The video inspection shall be video recorded on high quality, VHS or DVD COLOR format tapes. All videotaping shall be performed at SP mode (standard play, 2 hours/tape or best quality speed on DVD). Each video recording shall be clearly labeled with the individual manhole numbers clearly listed in order of record. The video recordings are to be furnished to SBBC with a printed hard copy and electronic data inspection report at the completion of each week's work for review and will become the property of SBBC.
19. **VOICE NARRATION:** The Awardee(s) shall discuss the terminology to be used for audio narration operations with SBBC. The intent is to be compatible with terminology used by Physical Plant Operations Department. Use of non agreed upon standard terminology will be a cause for rejection and subsequently delay of payment.
20. **ACCEPTANCE:** Electronic video media displaying poor video quality will be deemed unacceptable and no payment will be made until lines are re-recorded. Poor video refers to, but is not limited to, the following: grease or debris on the lens, camera underwater, picture too dark, pictures unclear, poor/no audio, etc.
21. **ENGINEERING INSPECTION:** Video inspection refers only to inspection of newly installed pipe. No compensation will be paid for cleaning as this is the responsibility of the installation Awardee(s). It will be required for the Awardee(s) to make use of a tractor/crawler for this task. The electronic video media is to be given to Physical Plant Operations, furnished in color, using the VHS or DVD format and delivered to SBBC within forty-eight hours of actual inspection.
22. **CHEMICAL GROUTING:** The intent of chemical sealing is to eliminate sources or possible sources of inflow/infiltration within the sewer system by means of injection. The application of the sealing grout shall be by means of remote-controlled equipment designed to be positioned at the specific defect to be sealed. Sufficient pressure must be introduced to pass the grout through the opening and fill the voids outside the pipe/manhole as well as the opening in the pipe/manhole walls. All line segments to be grouted shall be air tested and video recorded on VHS tapes or DVD media for review.



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

23. **JOINT SEALING EQUIPMENT:** The basic equipment shall consist of the following: closed circuit TV system, grout tanks, pumps, regulators, valves, hoses and joint sealing packers for the various sizes of pipe. The packer shall be a cylindrical case with a smaller diameter than the pipe size with cables at either end to pull it through the line. The packer shall also be constructed in such a manner as to allow a restricted amount of sewage flow at all times.
24. **LATERAL SEALING EQUIPMENT:** Lateral sealing packers will also be available to seal laterals 4 inches and 6 inches from within the main line. The lateral sealing inversion tube shall reach a minimum of 4 feet into the lateral. If this method is unable to be utilized, a lateral packer will be made available to seal laterals by entering the pipe through the cleanout. The Awardee(s) shall also be able to seal "Siamese Laterals" (8" x 6" tee) from within the mainline.
25. **SEALING RECORDS:** Sealing reports shall be submitted in printed hard copy and electronic data format using RJN lineview or an equivalent system. These records must clearly show the location of each infiltration point sealed during the procedure. These reports must also include, but are not limited to the following:
1. Correct manhole numbers
  2. Correct address of manhole
  3. Pipe size, length and material
  4. Manhole depth
  5. Quarter section page number
  6. Electronic video media number and index
  7. Footage locations, descriptions and estimated leakage rates for visible point sources of infiltration
- inflow.
8. Footage locations and descriptions of structural defects such as obstructions, any remaining root intrusion, offset joints, cracked pipe, holes, collapses, sags, protruding service connections and/or blockages in the pipe.
26. **ACCEPTANCE:** The entire process of sealing joints shall be video recorded including before and after the procedure. Joints will be pressure tested for the effectiveness of the grout and recorded on the electronic video media. Any failed post test or visible infiltration shall not be approved and will delay payment. All chemical sealing shall be guaranteed for a minimum of one calendar year.
27. **MANHOLE SEALING:** The intent of chemical sealing is to eliminate sources or possible sources of inflow/infiltration within the manhole structure by means of injection. Manhole sealing shall include the manhole base, walls, corbel/cone and chimney.
28. **MANHOLE SEALING EQUIPMENT:** The basic equipment shall consist of grout tanks, pumps, regulators, valves, hoses and all other necessary equipment and tools required to seal manholes. All injection points are to be filled with a cementitious mortar and made smooth. All cementitious mortars used are to be a non-shrinking type.
29. **MANHOLE SEALING ACCEPTANCE:** All manholes grouted will be inspected by SBBC for infiltration and no payment will be made until sealing is completed to stop all infiltration. All sealing of manholes shall be guaranteed for a minimum of one calendar year.

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

30. **GROUT PIPE IN PLACE FOR ABANDONMENT:** The intent of this item is to grout fill pipe in place to remove it from service. These pipes will be, but are not limited to, water mains, sanitary sewer gravity mains and force mains. The Awardee(s) will be responsible for supplying and installing end plugs, inlet/vent piping, grout, pumps, hoses, mixers and all other necessary and miscellaneous items required for completely filling the selected pipe with non-shrink cementitious grout. The pipe shall be square cut at both ends and grout plugs installed with inlet/vent pipes at each end. The grout shall then be pumped into the pipe from the inlet end, pushing out all air and water from the line, until the grout exits the vent pipe at the other end. Only when grout is observed exiting the vent pipe will the line be considered completed and payment approved.
31. **CHEMICAL SEALING MATERIALS:** Chemical sealing materials used shall be AV-100 acrylamide grout or AV-118 duriflex plus activators, initiators and inhibitors recommended by the manufacturer Avanti International, Houston, Texas, or equivalent.
32. **CURED-IN-PLACE SECTION PIPE LINING:** This work will take place in installations of point repairs in 8" - 12" host pipes in various locations throughout Broward County. The repair system used will be chemically resistant to raw sewage and hydrogen sulfide when cured. The liner shall be fabricated from fiberglass matting material, fully impregnated with an epoxy resin and fitted to a size that when installed, will neatly fit the internal circumference of the host pipe being repaired. This installation will bring back the structural integrity of the host pipe and stop any infiltration caused by the damaged pipe. In general the liner will be a minimum of three feet and a maximum of eight feet. The liner shall overlap all damaged pipe zones by at least twelve inches. The cured-in-place sectional pipe liner used shall be New life Systems manufactured by Stephen's Technologies, Inc. or equivalent. All equivalent systems shall have been manufactured for a minimum of five years and have been installed in approximately 200 locations at various municipal entities nationwide. (References may be required) The liner shall be designed in accordance with ASTM F1216 or as amended and resist buckling.
- After the sectional liner has been cured in place, the Awardee(s) shall reconnect the service connections as needed when covered by the repair. Cutting of the liner pipe shall be done from the interior of the pipeline using a robotic cutter. The hole, when cut for reconnection, shall be neat and smooth in order to prevent a blockage at the service connection. Cut-out connections shall be opened to a minimum of 95 percent of the flow capacity of the building connection. All liner remnants shall be recovered at the downstream manhole and removed. Any active leaks at the reconnected lateral (between the liner and the existing pipe) shall be grouted.
33. **CLEANING PRIOR TO LINING:** Prior to any lining of a pipe, it shall be responsibility of the Awardee(s) to clean the line in accordance with section 6, Items 8 - 15 of these specifications. Cleaning prior to lining shall be considered as part of the lining process and no additional compensation will be made.
34. **TELEVISION SURVEY FOR LINER INSTALLATION:** Pre-installation television survey shall be performed in accordance with Section 6, Items 16 - 22, of these specifications. A post-construction video survey shall also be performed for the purpose of inspecting the finished installation of the liner only. Pre and post installation television surveys shall be considered as part of the lining process and no additional compensation will be made.

### **SECTION 6, BID SPECIFICATIONS (Continued)**

35. **BY-PASS PUMPING OF SEWAGE:** The purpose of a by-pass operation is to pump sewage around a manhole or section of sewer which has collapsed or has a blockage to the extent that the sewage will not pass through the line and the possibility of overflow, determined by SBBC, is eminent.

The Awardee(s) shall provide at a minimum, a 6" pump with suction and discharge lines capable of bypassing a line section a minimum of 500 feet at peak flow conditions. This work may be required by SBBC after regular working hours or on weekends as an emergency.

36. **REPAIRS DUE TO AWARDEE'S OPERATIONS:** The Awardee(s) shall be responsible for repairs to the sewers which are necessary due to damage caused by the Awardee(s) operations including irretrievable equipment. Such repairs will be considered as part of the work and no extra compensation will be made. The damaged area shall be repaired by the Awardee(s) according to SBBC specifications. The Awardee(s) shall be responsible for all damages, public or private, caused by his operations. If the Awardee(s) fails to make necessary repairs immediately, SBBC shall have the right to make the repair or have the repair made and charge the Awardee(s) all costs incurred, including administrative costs and overhead. SBBC may also charge the Awardee(s) for any fines or penalties imposed due to such damage.

37 **SCOPE**

- A. Payment for various items of the Bid Schedule, as further specified herein, shall include all compensation to be received by the CONTRACTOR for furnishing all tools, equipment, supplies, and manufactured articles, and for all labor operations and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the WORK all in accordance with requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenance items of work.
- B. Payment for the various items of the Bid Schedule shall constitute full compensation for CONTRACTOR's superintendent at the job site full-time during construction, for furnishing and installing all pipe and structures complete in place including but not limited to bends, tees, outlets, fittings, blind flanges and specials, including connections to existing pipelines shown on the Drawings; including surveying both horizontal and vertical control for construction of the roadways, structures, pipeline and appurtenances; including all earthwork, trench excavation as shown on the Drawings, removal and disposal of waste, unsuitable and excess material, furnishing and installing pipe bedding material, all backfill and compaction of native material, and dewatering as required; including potholing to verify locations of existing utilities; the restoration of interfering portions of existing service and utility lines that are not included in other bid items and shown on the Drawings, including replacement of sewer lines with ductile iron pipe where the minimum vertical clearances are not met for the sewer line shown; restraint of pipe shown on the Drawings and grouting of pipe joints; including providing the water for pressure testing, cleaning the pipe and disinfection, and disposal of the water as required when completed; furnishing, installation, and removal of test heads, cleanup; and restoration of all improvements incidental to construction for which there are no other bid

### **SECTION 6, BID SPECIFICATIONS (Continued)**

items; including but not limited to, sprinkler systems, drainage systems, guardrails, landscaping, fences, curbs and gutters, and all other work not included in other bid items.

- C. Payment shall also include providing the necessary equipment and manpower to pothole and verify depths and locations of existing utilities sufficiently ahead of construction to avoid conflicts with the design alignment and grade of the transmission and collection pipelines. Conflicts with utilities shown on the Drawings which result from the CONTRACTOR's negligence to pothole sufficiently ahead of construction (a minimum of two (2) days ahead of construction of the pipeline or as approved by the ENGINEER) shall be resolved by the CONTRACTOR at no additional cost to the OWNER.
- D. Payment for all bid items shall constitute full compensation for the complete installation of each bid item including but not limited to excavation, dewatering, backfill and compaction. The work shall include for all bid items to be completed, tested and ready for acceptance by the appropriate government agency.
- E. No separate payment for pavement restoration will be made unless specifically shown on the plans or directed by the ENGINEER. All bid items shall include pavement restoration.

#### **38 SEWER CLEANING IN 6" – 24" PIPE**

- A. Measurement and payment to clean sewer pipe will be based upon the actual linear feet of pipe cleaned, in accordance with the requirements of the Contract Documents.
- B. Payment for cleaning pipe will be made at the price bid, per linear foot, named in the Bid Schedule, which price shall constitute full compensation for the cleaning of gravity pipe, including but not limited to removal and disposal of material contained within the sewer pipe, and any restoration work required to restore the area around the pipe disturbed during the cleaning operation.

#### **39 VIDEO RECORDING OF STORM SEWER (ALL SIZES) FOR ENG. INSPECTION**

- A. Measurement and payment for providing video inspection of pipe will be based upon the actual linear feet of pipe video inspected, in accordance with the requirements of the Contract Documents.
- B. Payment for Video Recording of Storm Sewer for Engineer Inspection will be made at the price bid, per linear foot, named in the Bid Schedule, which price shall constitute full compensation for Video Recording of Sewer Main for Engineer Inspection, including but not be limited to, mobilization of video equipment, video inspection, preparation of a report summarizing all of the findings in the video inspection, providing 2 copies of all video inspection recorded and all related labor and materials. CONTRACTOR will be responsible for all coordination and scheduling of video inspection services. All inspections are to be observed by the ENGINEER. Additional video inspection required due to quality of the footage and/or cleanliness of the pipe will be provided at no additional cost to the School Board of Broward County.

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

**40 CLEAR OBSTRUCTION OR BLOCKAGE IN SANITARY OR STORM SEWER**

- A. Measurement and payment to Clear Obstruction or Blockage In Sanitary or Storm Sewer pipe will be based upon the actual hours spent to clear the obstruction or blockage, in accordance with the requirements of the Contract Documents.
- B. Payment for clearing pipe will be made at the price bid, per hour, named in the Bid Schedule, which price shall constitute full compensation for the clearing of storm or sewer pipe, including but not limited to removal and disposal of material contained within the pipe, and any restoration work required to restore the area around the pipe disturbed during the clearing operation.

**41 EMERG. CALL OUT DAY OR NIGHT FOR ALL CONTRACT ITEMS WITHIN 2 HRS.**

- A. Measurement and payment will be based upon the actual hours spent during the emergency, in accordance with the requirements of the Contract Documents.
- B. Payment will be made at the price bid, per hour, named in the Bid Schedule, which price shall constitute full compensation for the entire time it takes to remedy the emergency situation. If any work completed during this time is covered by an existing line item, then that specific work shall be invoiced per the price listed in the bid schedule in addition to the per hour price for emergency call out.

**42 GROUTING OF LEAKING JOINT IN PIPE**

- A. Measurement for payment for Grouting of Joint in Drainage Pipe will be based upon the actual quantity, per each, of such joints grouted, all in accordance with the requirements of the Contract Documents.
- B. Payment for Grouting of Joint in Drainage Pipe will be made at the unit price per each named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the grouting including but not limited to excavation, dewatering, backfilled compaction, construction of the plug, and restoration and all else necessary for a complete and functional installation.

**43 GROUTING OF LEAKING MANHOLES**

- A. Measurement for payment for Grouting of Leaking Manholes will be based upon the actual vertical feet of manhole sealed and recoated. Grouting of Leaking Manholes shall be measured along the center vertical length of the manhole, all in accordance with the requirements of the Contract Documents.
- B. Payment for Grouting of Leaking Manholes shall be made at the price bid, per vertical feet named in the Bid Schedule which price shall constitute full compensation for the completed Grouting of Leaking Manholes and shall include but not be limited to, all labor, equipment, services, supervision and materials for Grouting of Leaking Manholes. The work shall include all surface preparation, leak repair, crack repair, installation of the coating in accordance with the manufacturer's recommendations, and inspection of the finished coating system.

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

**44 GROUTING OF LEAKING LATERALS**

- A. Measurement for payment to Grout of Leaking Laterals will be based upon the actual linear feet of lateral grouted all in accordance with requirements of the Contract Documents.
- B. Payment for Grout of Leaking Laterals will be made at the unit price per linear feet named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the grouting including but not limited to excavation, dewatering, backfilled compaction, construction of the plug, and restoration and all else necessary for a complete and functional installation.

**45 CLEANING OF 12" - 24" STORM SEWER**

- A. Measurement and payment to clean and desilt existing drainage pipe will be based on linear feet of pipe cleaned and desilted, in accordance with the requirements of the Contract Documents.
- B. Payment for cleaning pipe will be made at the price bid, per linear foot, named in the Bid Schedule, which price shall constitute full compensation for the cleaning of gravity pipe, including but not limited to removal and disposal of material contained within the sewer pipe, and any restoration work required to restore the area around the pipe disturbed during the cleaning operation.

**46 ROOT OR GREASE REMOVAL**

- A. Measurement for payment for Root or Grease Removal shall be measured in actual linear feet of sanitary sewer mains (< 12-inch diameter) satisfactorily cleaned by removing roots from the interior of the main and de-scaling the main. Measurement shall be along the length of the centerline of sewer, which cleaning was performed, between manholes, measured to the nearest foot from inside wall of the manhole to the inside wall of the other manhole and not including the manhole chamber, in accordance with Contract Documents.
- B. Payment for Root or Grease Removal will be made at the price bid, per linear foot, named in the Bid Schedule, which price shall constitute full compensation for the Root or Grease Removal, including but not limited to all labor, materials, and equipment necessary to satisfactorily remove roots from the interior of the main and de-greasing the main including water, hoses, and nozzles; mechanical methods of root removal and grease removal, all herbicides or chemical treatment, protection of property, restoration and clean-up.

**47. CLEANING OF 30" - 42" STORM SEWER**

- A. Measurement for payment to clean and desilt existing drainage pipe will be based on linear feet of pipe cleaned and desilted, in accordance with the requirements of the Contract Documents.
- B. Payment for cleaning pipe will be made at the price bid, per linear foot, named in the Bid Schedule, which price shall constitute full compensation for the cleaning of gravity pipe, including but not limited to removal and disposal of material contained within the sewer pipe, and any restoration work required to restore the area around the pipe disturbed during the cleaning operation.

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

**48. CLEANING OF 48" - 60" STORM SEWER**

- A. Measurement for payment to clean and desilt existing drainage pipe will be based on linear feet of pipe cleaned and desilted, in accordance with the requirements of the Contract Documents.
- B. Payment for cleaning pipe will be made at the price bid, per linear foot, named in the Bid Schedule, which price shall constitute full compensation for the cleaning of gravity pipe, including but not limited to removal and disposal of material contained within the sewer pipe, and any restoration work required to restore the area around the pipe disturbed during the cleaning operation.

**49. CLEANING STORM SEWER CATCH BASIN MANHOLES 1 FT - 6 FT DEEP**

- A. Measurement for payment to clean and desilt existing drainage structure will be based upon the actual number, per each, of such structures cleaned, in accordance with the requirements of the Contract Documents.
- C. Payment for cleaning and desilting existing drainage structure will be made at the unit price bid per each named in the Bid Schedule, which price shall constitute full compensation for the cleaning of existing drainage structure, including but not limited to removal and disposal of material contained within the existing drainage structure, and any restoration work required to restore the area around the existing drainage structure disturbed during the cleaning operation.

**50. CLEANING STORM SEWER CATCH BASIN MANHOLES 6 FT 1" - 10 FT DEEP**

- A. Measurement for payment to clean and desilt existing drainage structure will be based upon the actual number, per each, of such structures cleaned, in accordance with the requirements of the Contract Documents.
- B. Payment for cleaning and desilting existing drainage structure will be made at the unit price bid per each named in the Bid Schedule, which price shall constitute full compensation for the cleaning of existing drainage structure, including but not limited to removal and disposal of material contained within the existing drainage structure, and any restoration work required to restore the area around the existing drainage structure disturbed during the cleaning operation.

**51. CLEANING STORM SEWER CATCH BASIN MANHOLES 10 FT 1" - 16 FT DEEP**

- A. Measurement for payment to clean and desilt existing drainage structure will be based upon the actual number, per each, of such structures cleaned, in accordance with the requirements of the Contract Documents.
- B. Payment for cleaning and desilting existing drainage structure will be made at the unit price bid per each named in the Bid Schedule, which price shall constitute full compensation for the cleaning of existing drainage structure, including but not limited to removal and disposal of material contained within the existing drainage structure, and any restoration work required to restore the area around the existing drainage structure disturbed during the cleaning operation.

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

**52. DEWATERING WITH 3" CENTRIFUGAL PUMP WITH 20 FT SUCTION/100 FT DISCHARGE HOSE**

- A. Measurement for payment for supplying a Centrifugal pump will be based upon the actual quantity, per each, of such pumps supplied, all in accordance with the requirements of the Contract Documents.
- B. Payment for supplying Centrifugal pumps will be made at the unit price per each for 24 hours named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the pump. Pump shall be in good working order including but not limited to fuel supply and functional dewatering and all else necessary for a complete and functional installation.

**53. DEWATERING WITH 4" CENTRIFUGAL PUMP WITH 20 FT SUCTION/100 FT DISCHARGE HOSE**

- A. Measurement for payment for supplying a Centrifugal pump will be based upon the actual quantity, per each, of such pumps supplied, all in accordance with the requirements of the Contract Documents.
- B. Payment for supplying Centrifugal pumps will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the pump. Pump shall be in good working order including but not limited to fuel supply and functional dewatering and all else necessary for a complete and functional installation.

**54. 3" DISCHARGE HOSE 100 FT SECTIONS**

- A. Measurement for payment supplying a discharge hose will be based upon the actual quantity, per each, of such 100 foot sections supplied, all in accordance with the requirements of the Contract Documents.
- B. Payment for supplying discharge hose will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the hose. Hose shall be in good working order including but not limited to functional connections and all else necessary for a complete and functional installation.

**55. 4" DISCHARGE HOSE 100 FT SECTIONS**

- A. Measurement for payment supplying a discharge hose will be based upon the actual quantity, per each, of such 100 foot sections supplied, all in accordance with the requirements of the Contract Documents.
- B. Payment for supplying discharge hose will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the hose. Hose shall be in good working order including but not limited to functional connections and all else necessary for a complete and functional installation.

**56. SUCTION HOSE 100 FT SECTIONS**

- A. Measurement for payment supplying a suction hose will be based upon the actual quantity, per each, of such 100 foot sections supplied, all in accordance with the requirements of the Contract Documents.



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

- B. Payment for supplying suction hose will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the hose. Hose shall be in good working order including but not limited to functional connections and all else necessary for a complete and functional installation.

**57. POINT REPAIR (8" PIPE) UP TO 9 LINEAR FEET**

- A. Measurement for payment for Sanitary Sewer Point Repair shall be made per actual number of repairs of sanitary sewer main for various depths satisfactorily repaired, all in accordance with the requirements of the Contract Documents.
- B. Payment will be made at the contract lump sum price bid as stated in the Bid Schedule for Sanitary Sewer Point Repair, and shall include all labor, materials, and equipment necessary to repair the existing sanitary sewer including coordination with existing utilities; protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, dewatering, completely drain and properly dispose of existing pipe contents, removal of existing damaged sanitary sewer, piping, fittings, backfill, compaction, and grading, post-installation video, repair of sags in line, all testing, restoration and clean-up. This item also includes removal and replacement of fences and gates, mailboxes, trees, shrubs, irrigation sprinklers, sod and other obstructions.

**58. ADDITIONAL CHARGE (8" PIPE) PER LINEAR FOOT**

- A. Measurement for payment for furnishing pipe will be based upon the number of linear feet of such pipe actually supplied as determined by measurement along the centerline of the pipe, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.
- C. Payment shall include providing all necessary pipe, delivery and staging, as required.

**59. POINT REPAIR (10" PIPE) UP TO 9 LINEAR FEET**

- A. Measurement for payment for Sanitary Sewer Point Repair shall be made per actual number of repairs of sanitary sewer main for various depths satisfactorily repaired, all in accordance with the requirements of the Contract Documents.
- B. Payment will be made at the contract lump sum price bid as stated in the Bid Schedule for Sanitary Sewer Point Repair, and shall include all labor, materials, and equipment necessary to repair the existing sanitary sewer including coordination with existing utilities; protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, dewatering, completely drain and properly dispose of existing pipe contents, removal of existing damaged sanitary sewer, piping, fittings, backfill, compaction, and grading, post-installation video, repair of sags in line, all testing, restoration and clean-up. This item also includes removal and

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

replacement of fences and gates, mailboxes, trees, shrubs, irrigation sprinklers, sod and other obstructions.

**60. ADDITIONAL CHARGE (10" PIPE) PER LINEAR FOOT**

- A. Measurement for payment for furnishing pipe will be based upon the number of linear feet of such pipe actually supplied as determined by measurement along the centerline of the pipe, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.
- C. Payment shall include providing all necessary pipe, delivery and staging, as required.

**61. POINT REPAIR (12" PIPE) UP TO 9 LINEAR FEET**

- A. Measurement for payment for Sanitary Sewer Point Repair shall be made per actual number of repairs of sanitary sewer main for various depths satisfactorily repaired, all in accordance with the requirements of the Contract Documents.
- B. Payment will be made at the contract lump sum price bid as stated in the Bid Schedule for Sanitary Sewer Point Repair, and shall include all labor, materials, and equipment necessary to repair the existing sanitary sewer including coordination with existing utilities; protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, dewatering, completely drain and properly dispose of existing pipe contents, removal of existing damaged sanitary sewer, piping, fittings, backfill, compaction, and grading, post-installation video, repair of sags in line, all testing, restoration and clean-up. This item also includes removal and replacement of fences and gates, mailboxes, trees, shrubs, irrigation sprinklers, sod and other obstructions.

**62. ADDITIONAL CHARGE (12" PIPE) PER LINEAR FOOT**

- A. Measurement for payment for furnishing pipe will be based upon the number of linear feet of such pipe actually supplied as determined by measurement along the centerline of the pipe, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.
- C. Payment shall include providing all necessary pipe, delivery and staging, as required.

**63. POINT REPAIR (15" PIPE) UP TO 9 LINEAR FEET**

- A. Measurement for payment for Sanitary Sewer Point Repair shall be made per actual number of repairs of sanitary sewer main for various depths satisfactorily repaired, all in accordance with the requirements of the Contract Documents.

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

- B. Payment will be made at the contract lump sum price bid as stated in the Bid Schedule for Sanitary Sewer Point Repair, and shall include all labor, materials, and equipment necessary to repair the existing sanitary sewer including coordination with existing utilities; protection of existing utilities including service connections, tree protection, excavation, sheeting, shoring and bracing, dewatering, completely drain and properly dispose of existing pipe contents, removal of existing damaged sanitary sewer, piping, fittings, backfill, compaction, and grading, post-installation video, repair of sags in line, all testing, restoration and clean-up. This item also includes removal and replacement of fences and gates, mailboxes, trees, shrubs, irrigation sprinklers, sod and other obstructions.

64. **ADDITIONAL CHARGE (15" PIPE) PER LINEAR FOOT**

- A. Measurement for payment for furnishing pipe will be based upon the number of linear feet of such pipe actually supplied as determined by measurement along the centerline of the pipe, all in accordance with the requirements of the Contract Documents.
- B. Payment for furnishing pipe will be made at the unit price per linear foot of pipe named in the Bid Schedule.
- C. Payment shall include providing all necessary pipe, delivery and staging, as required.

65. **6" VACUUM ASSISTED POINT PUMP, DELIVERED TO THE JOB SITE**

- A. Measurement for payment for Vacuum Assisted Point Pump will be based upon the actual quantity, per each, of such pumps supplied, all in accordance with the requirements of the Contract Documents.
- B. Payment for supplying Vacuum Assisted Point Pump will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the pump. Pump shall be in good working order including but not limited to fuel supply and functional dewatering and all else necessary for a complete and functional installation.

66. **BYPASS PUMPING OF SEWAGE FOR COLLAPSED/BLOCKED LINE WITH 6" PUMP, 20 FT SUCTION AND MINIMUM 600 FT DISCHARGE HOSE**

- A. Measurement for payment for Bypass Pumping shall be based on the complete bypass operation in accordance with the School Board of Broward County requirements and specifications.
- B. Payment of the applicable Contract lump sum price shall be full compensation for furnishing all labor, materials, equipment as necessary for bypass operations and contingency plan as required, including pumps, piping, and hoses; tankers; temporary bypass and service piping; hauling and proper disposal of wastewater; plugging; gasoline/diesel fuel; protection of existing facilities, utilities, and property; traffic maintenance; signs and barriers; and all incidental work required to satisfactorily complete this item.

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

**67. GROUT 6" PIPE IN PLACE FOR ABANDONMENT**

- A. Measurement for payment for Abandon-in-Place Pipe, regardless of material, shall be measured in actual linear feet satisfactorily abandoned-in-place in accordance with the Contract Documents. Pipe abandonment shall be measured along the centerline without deduction for valves and fittings.
- B. Payment will be made at the contract unit price bid per linear feet as stated in the Bid Schedule for Abandon-in-Place Pipe and shall include all labor, materials, and equipment to excavate, backfill and compact; sheet, shore, and brace; dewater; completely drain and properly dispose of pipe contents; grout fill, and plug or cap existing pipes of all services and sizes designated "to be abandoned" on the Drawings. Also included in this item is the removal of existing valve boxes located on valves connected to piping designated to be retired. Valve boxes shall be removed, backfilled and compacted with suitable material.

**68. GROUT 8" PIPE IN PLACE FOR ABANDONMENT**

- A. Measurement for payment for Abandon-in-Place Pipe, regardless of material, shall be measured in actual linear feet satisfactorily abandoned-in-place in accordance with the Contract Documents. Pipe abandonment shall be measured along the centerline without deduction for valves and fittings.
- B. Payment will be made at the contract unit price bid per linear feet as stated in the Bid Schedule for Abandon-in-Place Pipe and shall include all labor, materials, and equipment to excavate, backfill and compact; sheet, shore, and brace; dewater; completely drain and properly dispose of pipe contents; grout fill, and plug or cap existing pipes of all services and sizes designated "to be abandoned" on the Drawings. Also included in this item is the removal of existing valve boxes located on valves connected to piping designated to be retired. Valve boxes shall be removed, backfilled and compacted with suitable material.

**69. GROUT 10" PIPE IN PLACE FOR ABANDONMENT**

- A. Measurement for payment for Abandon-in-Place Pipe, regardless of material, shall be measured in actual linear feet satisfactorily abandoned-in-place in accordance with the Contract Documents. Pipe abandonment shall be measured along the centerline without deduction for valves and fittings.
- B. Payment will be made at the contract unit price bid per linear feet as stated in the Bid Schedule for Abandon-in-Place Pipe and shall include all labor, materials, and equipment to excavate, backfill and compact; sheet, shore, and brace; dewater; completely drain and properly dispose of pipe contents; grout fill, and plug or cap existing pipes of all services and sizes designated "to be abandoned" on the Drawings. Also included in this item is the removal of existing valve boxes located on valves connected to piping designated to be retired. Valve boxes shall be removed, backfilled and compacted with suitable material.

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

**70. GROUT 12" PIPE IN PLACE FOR ABANDONMENT**

- A. Measurement for payment for Abandon-in-Place Pipe, regardless of material, shall be measured in actual linear feet satisfactorily abandoned-in-place in accordance with the Contract Documents. Pipe abandonment shall be measured along the centerline without deduction for valves and fittings.
- B. Payment will be made at the contract unit price bid per linear feet as stated in the Bid Schedule for Abandon-in-Place Pipe and shall include all labor, materials, and equipment to excavate, backfill and compact; sheet, shore, and brace; dewater; completely drain and properly dispose of pipe contents; grout fill, and plug or cap existing pipes of all services and sizes designated "to be abandoned" on the Drawings. Also included in this item is the removal of existing valve boxes located on valves connected to piping designated to be retired. Valve boxes shall be removed, backfilled and compacted with suitable material.

**71. USE OF 6" SLOAN PUMP**

- A. Measurement for payment for supplying a Sloan pump will be based upon the actual quantity, per each, of such pumps supplied, all in accordance with the requirements of the Contract Documents.
- B. Payment for supplying Sloan pumps will be made at the unit price per each for 24 hours as named in the Bid Schedule, which price shall constitute full compensation for the completed installation of the pump. Pump shall be in good working order including but not limited to fuel supply and functional dewatering and all else necessary for a complete and functional installation.

**72. MATERIAL DISPOSAL**

- A. Measurement for payment of Material Disposal shall be measured in actual cubic yards removed and disposed of in accordance with the School Board of Broward County requirements and specifications. Extra volume beyond the limits of construction will not be measured for payment. The Contractor shall provide survey calculations to verify actual removed quantities.
- B. Payment: Payment will be made at the contract unit price bid per cubic yard as stated in the proposal and shall include all labor, materials and equipment to remove and dispose of unsuitable material including the removal of overburden.

**73. CONCRETE REPAIRS**

- A. Measurement for payment for Concrete Repairs shall be measured in actual square yards of concrete removed and replaced. Dimensions of replaced concrete shall match that of the existing. Replaced portions shall conform to the lines and grades of the removed portions.
- B. Payment for Concrete Repairs will be made at the unit price per square yard as stated in the Bid Schedule for concrete repairs and shall include all labor, materials, and equipment for saw-cutting, removal and proper disposal of existing concrete, compaction, form work, concrete replacement, restoration, and clean-up for a complete installation.

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

**74. CONCRETE COLLARS**

- A. Measurement for payment for Concrete Collars shall be measured in actual square yards of concrete installed. Dimensions of concrete collars shall match those specified by the School Board of Broward County. Concrete Collars shall conform to the lines and grades of the surrounding area and as specified by the School Board of Broward County.
- B. Payment for concrete collars will be made at the unit price per square yard as stated in the Bid Schedule for concrete collars and shall include all labor, materials, and equipment for saw-cutting, removal and proper disposal of existing concrete, compaction, form work, restoration, and clean-up for a complete installation.

**75. ASPHALT REPAIRS**

- A. Measurement for payment for Asphalt Repairs will be based upon the actual square yards of existing asphalt, paving and subgrade removal and replacement furnished and installed, all in accordance with the requirements of the Contract Documents. The width measured for payment of asphalt surface repair, as measured perpendicular to the centerline of the pipe, shall be limited to the width shown on the Drawings. The length shall be as measured along the centerline of the pipe.
- B. Payment for Asphalt Repairs will be made at the unit price per square yard as stated in the Bid Schedule for asphalt repairs and shall include all labor, materials, and equipment necessary to provide a safe, smooth driving surface. The Work shall include saw cutting; pavement removal and proper disposal of exiting pavement, installing prime coat, tack coat, and asphalt, compaction, traffic signalization repair, and temporary striping and markings in accordance with the School Board of Broward County requirements and specifications. Payment will be made once and shall include both temporary and permanent Asphalt Roadway Replacement.

**76. BRUSH REMOVAL**

- A. Measurement for payment for Brush Removal will be based upon the actual square foot of existing brush requiring removal or maintenance, all in accordance with the requirements of the Contract Documents.
- B. Payment for Brush Removal will be made at the unit price per square foot as stated in the Bid Schedule for Brush Removal and shall include all labor, materials, and equipment necessary to provide for the required removal or maintenance of the brush. The Work shall include cutting trees no larger than 3-inches in diameter and removal and disposal of brush and debris in accordance with the School Board of Broward County requirements and specifications.

**77. BAFFLE REPLACEMENT**

- A. Measurement for payment for Baffle Replacement shall be made per actual number of baffles replaced, all in accordance with the requirements of the Contract Documents.

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

- B. Payment for Baffle Replacement shall be made based on the authorized quantity at the unit price indicated in the Bid Schedule and shall be full compensation for furnishing all labor, materials and equipment, including disposal of existing baffle as required to replace baffles.

**78. SOD REPLACEMENT AND GRADING**

- A. Measurement for payment for Sod Replacement and Grading shall be measured in actual square yards of sod furnished, laid, fertilized, watered and maintained for all areas, all in accordance with the requirements of the Contract Documents.
- B. Payment for Sod Replacement and Grading will be made at the unit price per square yard as stated in the Bid Schedule for Sod Replacement and Grading, and shall include all labor, materials, and equipment necessary to furnish, install, fertilize, water and maintain a healthy stand of grass including any soil amendments or conditioning required to bring the existing soil to within acceptable pH levels as recommended by the sod grower.

**79. SECURITY CHAIN REPLACEMENT**

- A. Measurement for payment for Security Chain Replacement will be based upon the actual linear feet removed and replaced complete, all in accordance with the requirements of the Contract Documents. All additional fencing damaged shall be replaced by the Contractor at their own expense.
- B. Payment for Security Chain Replacement will be made at the unit price per linear feet as stated in the Bid Schedule for Security Chain Replacement and shall include all labor, materials, and equipment to remove and properly dispose of existing security chain and install new security chain including complete installation.

**80. GRATE REPLACEMENT**

- A. Measurement for payment for Grate Replacement shall be made per actual number of grates replaced, all in accordance with the requirements of the Contract Documents.
- B. Payment for Grate Replacement shall be made based on the authorized quantity at the unit price indicated in the Bid Schedule and shall be full compensation for furnishing all labor, materials and equipment, including disposal of existing grate as required to replace grates.





## **SECTION 7, FORMS AND ATTACHMENTS**

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

**ATTACHMENT 1**

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

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

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

Check one of the following and sign:

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

03/28/13

**ATTACHMENT 2  
DRUG FREE WORKPLACE**

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

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

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

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

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

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

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

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

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

Form #4530  
3/93

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

### ATTACHMENT 3

#### MINIMUM LIMITS OF INSURANCE REQUIREMENTS

**Insurance Requirements.** The 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 the insured acquires any vehicles throughout the term of this agreement, the 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 the 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 collectible 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 canceled.

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

[Click here for a fillable version of the form](#)

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

#### VENDOR NAME

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 will 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		
<b>Bank/Financial Institution Name:</b>	<b>Branch / State:</b>	<b>Routing Number:</b>
<b>Account Number:</b> Checking Savings	<b>Remittance Confirmation:</b>	<b>Federal Identification #:</b> Tax ID SS #
FAX & EMAIL ADDRESS		
<b>Fax Number:</b>	<b>Email Address:</b>	<b>Phone Number:</b>

SIGNATURES		
<b>Authorized Signature (Primary):</b>	<b>Business Title:</b>	<b>Date Signed:</b>
<b>Authorized Signature (Joint):</b>	<b>Business Title:</b>	<b>Date Signed:</b>

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

This completed form must be submitted via email to [Purchasinghelpdesk@browardschools.com](mailto:Purchasinghelpdesk@browardschools.com).

FOR PROCUREMENT SERVICES USE ONLY		
<b>Vendor Account #:</b>	<b>Date Entered:</b>	<b>Initials:</b>



## ATTACHMENT 6 – REFERENCES

### The School Board of Broward County, Florida

**Vendor Name:** \_\_\_\_\_

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

**Reference 1 –**

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: \_\_\_\_\_

**Reference 2 –**

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: \_\_\_\_\_

**Reference 3 –**

Name of Firm:	_____	Contact Person:	_____
Phone #:	_____	Email:	_____
Date of Service:	_____	Cost of Service:	_____
Address:	_____		

Scope of Work: \_\_\_\_\_

## SECTION 8, STATEMENT OF "NO BID"

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

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

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

Bid Number: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

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

Comments:

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_





## EXHIBIT A1

### SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

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

**1. FORM 00475 - PARTICIPATION SCHEDULE FORM**

**Document Link:**

[https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule\\_082017\\_Final.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/ParticipationSchedule_082017_Final.pdf)

**Document Preview:**

Document Number 00475  
Attachment \_\_\_\_\_

Procurement & Warehousing Services  
Supplier Diversity Outreach Program  
Broward County Public Schools

**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE  
SUBCONTRACTOR PARTICIPATION SCHEDULE**

DATE: \_\_\_\_\_

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					%	\$

**2. FORM 00470**

**Document Link:**

[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 \_\_\_\_\_

Procurement & Warehousing Services  
Supplier Diversity Outreach Program  
Broward County Public Schools

**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

### 3. FORM: 00485 UTILIZATION REPORT

**Document Link:**

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

**Document Preview:**

 <b>Procurement &amp; Warehousing Services</b> Supplier Diversity Outreach Program Broward County Public Schools		Document Number 00485 Attachment _____						
<b>S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT</b>								
<b>SECTION I - GENERAL INFORMATION</b>								
Project Name:		Contract Number and Work Order Number (if applicable):						
Report #:	Reporting Period: _____ to _____	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:					
<b>SECTION II - UTILIZATION INFORMATION</b>								
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					\$	\$		\$

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: [https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy\\_3330\\_Final\\_Adoption.pdf](https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf)
- SDOP website with list of Certified S/M/WBE Vendors: <https://www.browardschools.com/Page/32119>

**THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL**

**EXHIBIT B**

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

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

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

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

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Organization Name

ITB Number

---

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

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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 the 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.