

Solicitation 23C-5L

Acrylic Coating for Sports Surfaces

Bid Designation: Public



The School District of Palm Beach County

Bid 23C-5L Acrylic Coating for Sports Surfaces

Bid Number **23C-5L**
Bid Title **Acrylic Coating for Sports Surfaces**

Bid Start Date **In Held**
Bid End Date **Jul 26, 2022 2:00:00 PM EDT**
Question &
Answer End Date **Jul 11, 2022 5:00:00 PM EDT**

Bid Contact **Michael J Callahan**
Purchasing Agent
561-434-8507
michael.j.callahan@palmbeachschools.org

Contract Duration **3 years**
Contract Renewal **1 annual renewal**
Prices Good for **30 days**

Bid Comments **The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract to Furnish and Install Acrylic Coatings for Outdoor Sports Surfaces**

Item Response Form

Item **23C-5L--01-01 - USE BID SUMMARY DOCUMENT TO SUBMIT PRICING**
Quantity **1 each**
Prices are not requested for this item.

Delivery Location **The School District of Palm Beach County**
The School District of Palm Beach County
3300 Forest Hill Boulevard
West Palm Beach FL 33406
Qty 1

Description
USE BID SUMMARY DOCUMENT TO SUBMIT PRICING

School District of Palm Beach County FL



Solicitation No.

23C-5L

RESPONSES ARE DUE PRIOR TO:

Jul 26, 2022

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.BidSync.com

The School District of Palm Beach County is an
Equal Education Opportunity Provider and Employer.

<https://www.palmbeachschools.org/cms/one.aspx?pageId=6165437>

23C-5L - SPECIAL CONDITIONS

(Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. See paragraph 54 in General Conditions for details.)

A. SCOPE:

The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract to **Furnish and Install Acrylic Coatings for Outdoor Sports Surfaces**, as specified herein.

B. DELIVERY:

Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

C. PERISCOPE S2G:

1. All offers must be submitted electronically to PeriscopeS2G at BidSync.com. Including all required documents listed in the solicitation. No other responses will be accepted, including hard copy or emailed responses.
2. PeriscopeS2G supports online document tracking and completion. All documents must be viewed/accepted before the bid packet can be viewed and an offer can be placed.
3. The District will only consider offers that have been uploaded and submitted through PeriscopeS2G PRIOR to the bid closing date and time. As with any document upload, larger documents and/or heavy user activity may result in longer upload times. **Please allow sufficient time to complete your offer.**
4. Only Microsoft Windows supported documents file extensions will be accepted.
5. **IMPORTANT INFORMATION:** For help filling out your offer, please visit:

<https://support.bidsync.com/hc/en-us/articles/222437508-How-do-I-respond-to-a-bid->

All responses entered into PeriscopeS2G must be typed in. DO NOT cut and paste from any other program. Doing so may corrupt or invalidate your response and not allow you to respond.

In order to complete this response process, you must first select "Review response," verify the information is correct then enter your password and select "Confirm & submit response."

After clicking "Confirm & submit response," a confirmation page loads with "Offer Received" at the top of the page. If you do not see this confirmation, your offer was not submitted successfully.

If you select to receive a confirmation e-mail indicating a successful response you will receive a confirming email within five minutes.

If you do not receive confirmation that your offer has been received, please call Periscope S2G at 800-990-9339 Option 1 (Customer Care) and then Option 1 (Vendor Assistance).

In the event an addendum(s) to a solicitation is created, the addendum(s) will be distributed by PeriscopeS2G to all who are known by the Purchasing Department to have received a complete set of proposal documents.

Be advised that registering with PeriscopeS2G is a FREE service.

D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:

The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBS Form 1997) must be downloaded, signed, notarized and uploaded with your bid response. The Proposer must submit all supporting documentation in the name of the Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

E. FLORIDA PREFERENCE:

Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and electronically submit the Proposer's Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

F. SBE PREFERENCE:

Award recommendations shall make appropriate adjustments to pricing when considering solicitations from a District certified Small Business Enterprise (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the SBE are to be certified by the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation from the District SBE Certification Program shall void certification if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, SBE GOAL, and Paragraph P, SMALL BUSINESS ENTERPRISE PARTICIPATION, for complete detail.** For District certification go to <https://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application.

G. AWARD:

Contract will be awarded ALL responsive, responsible bidders who responded on the Bid Summary Document, after adjustments have been made for all preferences that may be applicable, meeting specifications, terms, and conditions of the Bid.

Lowest bid is defined as the calculation of the lowest total cost taking into consideration any additional discounts, allowable credits and/or any other relevant factors affecting the lowest total cost of a contract offered by a responder.

The Board reserves the right to undertake inquiries into proposer's financial and/or litigation history, and by submitting a proposal, the proposer expressly consents to these inquiries.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the bidder offering the lowest cost and

who is deemed responsible and responsive cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next bidder offering the lowest cost and who is deemed responsible and responsive until an agreement is reached to meet the needs of the District. Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next bidder offering the lowest cost and who is deemed responsible and responsive in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next bidder offering the lowest cost and who is deemed responsible and responsive prices must remain the same as originally bid and must remain firm for the duration of the contract.

H. TERM OF CONTRACT:

The term of this contract shall be for three (3) years from the date of award and may, by mutual agreement between the School District and the awardee(s), be renewable for one two (2) year period. If considering renewing the Contract, the Board, through the Purchasing Department, will provide a letter of intent to renew the Contract to the awardee(s) 120 days prior to the end of the initial term of the Contract period or any subsequent renewal term. If needed, the Contract may be extended 120 days beyond the Contract expiration date or any subsequent renewal periods. The awardee(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the entire length of the Contract and all subsequent renewal periods unless the conditions below are met, nothing prohibits the District from accepting lower pricing during the term of this contract.

- 1) **Price Escalation** SCHOOL BOARD may consider pricing increases during the term of the initial contract period, and any/all subsequent renewal periods if the following conditions occur: a) There is a verifiable price increase to the provider of the bid items(s); b) CONTRACTOR submits in writing, notification of price increases(s); c) The price increase shall be comparable to documented changes in industry related indices; d) price increases due to seasonal and/or unforeseen market conditions during the term of the initial contract period, and any/all subsequent renewal periods; e) CONTRACTOR shall submit the above information to the Purchasing Department no less than thirty (30) calendar days prior to the effective date of the requested price increase.

When the CONTRACTOR complies with the above-mentioned conditions, Purchasing will review the information to determine if it is in the best interest of the School District to adjust the pricing on the effective date of price increase.

CONTRACTOR must receive written notice from Purchasing that SCHOOL BOARD is in acceptance of the new price(s) before processing any orders at the new cost.

CONTRACTORS are also expected to pass along any/all decreases on products/services OR to keep product pricing constant (remain the same) when market conditions warrant no such increases

I. REFERENCES:

Electronically Complete the Reference Document and include at least five (5) references from customers that you have contracted with to furnish and install acrylic coatings to sports surfaces. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you. Please do not include the School District of Palm Beach County as a reference.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

J. QUALIFICATIONS:

Provide photocopies of the following (**valid and current**) licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**

If you are a business located within Palm Beach County please provide:

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.

AND

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

Per Florida Statutes 607.1501, A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State. For information on how to register to do business in the State of Florida go to: <https://dos.myflorida.com/sunbiz/forms/>

If you are an out of the county business please provide:

1. a current Business Tax Receipt within that county you are registered

AND

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

K. PLACING AN OFFER:

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

All offers must be submitted electronically to PeriscopeS2G at BidSync.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted. Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.** If necessary, an addendum will be distributed by PeriscopeS2G to all who are known by the Purchasing Department to have received a complete set of proposal documents.

L. BID QUESTIONS:

From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted via PeriscopeS2G no later than 5:00 p.m. EST, on July 11, 2022. **Questions received via PeriscopeS2G by the time and date specified will be answered in writing and posted on PeriscopeS2G.** Michael Callahan is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Michael Callahan nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents. All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

M. POSTING OF BID RECOMMENDATION / TABULATIONS:

Bid recommendations and tabulations will be posted electronically with PeriscopeS2G for review by interested parties, on August 9, 2022 at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. 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 in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

N. SBE GOAL:

The Board strongly encourages the use of Small Business Enterprises for participation as partners: joint venture partners, subcontractors, sub-consultants and prime contractors, in the District's contracting opportunities. A listing of Certified Small Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at <http://www.palmbeachschools.org/diversityinbusiness>.

O. SUB-CONTRACTING:

If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica

Lunsford Act as noted in the General Conditions document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek SBE business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

P. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:

An SBE business must meet The School District of Palm Beach County’s (SDPBC) eligibility standards incorporated in the definition of Small Business Enterprise (SBE) as outlined in School Board Policy 6.143, Diversity and Equitable Utilization in Business, which requires that the business be certified by SDPBC.

SDPBC defines a Small Business Enterprise (SBE) as having average annual gross sales that are less than fifty (50%) of the small business size standard as defined by the U.S. Small Business Administration (SBA) for a firm’s relevant industry. The average number of full-time employees over the last three years that is less than fifty percent (50%) of small business size standard as defined by SBA for the business firm’s relevant industry. See SBE guidelines at: www.sba.gov/federal-contracting/contracting-guide/size-standards.

The principal place of business of the SBE must be in Palm Beach County, Broward County, and /or Miami Dade County. The firm’s headquarters must be located in Palm Beach County, Broward County, and/or Miami Dade County with either, a majority of the firm’s gross revenues or sales derived there, or a majority of firm’s employees domiciled in one of these counties.

An SBE business must have received less than fifteen million dollars (\$15 million) in contract payments from the School District of Palm Beach County projects or contracts in the fiscal year preceding the bid.

An SBE business shall be independent (a free-standing business) and recognized as a separate entity for tax purposes. Businesses that share common ownership, space, employees, or other facilities, may be considered as a single business for this program without reference to tax status.

The business must have been established and operational for a period of at least one (1) full year prior to the certification application. The business’s address must include street number, name of the street, suite number, if any, and correct zip code. A post office box is unacceptable without the physical street address.

Revenues or Sales Size Standards:

Procurement Program – Any firm that has had an average cumulative gross sales or revenues of greater than seven million dollars (\$7 million) over the last three (3) years shall not be considered eligible to participate in the School District’s SBE program for procurement.

SDPBC will accept SBE certification on a school district solicitation if the bidder can demonstrate that they meet the guidelines as outlined in the School District’s Small Business Enterprise Program eligibility guidelines. Industry specific classification and income thresholds are consistent with and meets the standards contained in School Board Policy 6.143 and the Office of Diversity in Business Practices Procedures Manual as depicted in the chart below.

INDUSTRY	INCOME THRESHOLD
Construction	Not to exceed \$13,000,000.

Professional Services	Not to exceed \$6,000,000.
General Procurement	Not to exceed \$7,000,000.

SBE Vendor Directory:

The Vendor Directory represents SBE vendors certified only by the School District of Palm Beach County. Vendors certified as an SBE with any entity or agency other than the School District of Palm Beach County will not be accepted. The District does not have **reciprocity** with any other certifying Agency/Entity. The District has an Inter-local Agreement (IA) with The City of West Palm Beach, Palm Beach County and Miami-Dade County Public Schools; however, SBE bidders must have met the certification eligibility criteria of the District's certification program at the time of documentation submittal in order to be deemed a District Certified SBE.

Goal: The Goal established for this industry classification is an SBE Bid Preference of 5% for the participation of Small Business Enterprises.

SBE Bid Preference:

Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from School District of Palm Beach County (SDPBC) certified Small Business Enterprises (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBEs price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Qualification requirements for SBE Bid Preference are, the bidder must be certified by the School District of Palm Beach County, at the time the bid is submitted. The District does not recognize any other certifications. **Bidders must submit their School District Certification Certificate with the bid.** For District certification go to <http://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application. The Office of Diversity in Business Practices will review the certification database to ensure that all SBE's are certified at the time the bid is submitted.

Small Business Enterprise Participation:

Bidders who list SBE subcontractors as participants in their bids must complete and submit the Subcontractor Participation Letter of Intent, Form 1525 and Subcontractor Participation Summary, Form 1526. Form 1526 will be submitted with all requests for payment, and will be submitted as part of the response to the solicitation.

SBE Bid Preference is not the same as Small Business Enterprise Participation.

If SBE Bid Preference is indicated, then the Bid does not have an SBE Participation Goal and Forms 1525 and 1526 are not required.

The industry specific classification for this solicitation is: General Procurement

B2GNow Compliance Reporting System

The SCHOOL BOARD maintains an electronic Contract Compliance System known as the B2GNow Compliance Reporting System. This Contract is subject to Compliance Tracking and Contractor shall use the B2GNow secure web-based system to submit Project Specific information including, but not limited to, monthly payments and progress reports on all Subconsultants and Subcontractors.

Contractor understands that all Subconsultants and/or Subcontractors are also required to utilize the B2GNow Reporting System to manage their contact information and Project Specific records, respond to any noted instructions and/or information requests. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of the requirement to submit all Contract Compliance related data electronically to the B2GNow Reporting System. Contractor further agrees and understands it is responsible for ensuring all Subconsultants and/or Subcontractors have uploaded all requested items via the B2GNow Reporting System.

Contractor understands its contact information and that of its Subconsultants and/or Subcontractor must remain accurate and up-to-date in the B2GNow Reporting System and agrees to timely notify SCHOOL BOARD of any changes to its contact information or that of a Subconsultant and/or Subcontractor. From time to time, the SCHOOL BOARD may require additional information from the Contractor and/or its Subconsultants/Subcontractors and Contractor agrees that it will provide such information, within five (5) business days via the B2GNow Reporting System. Contractor understands its obligations hereunder are continuing and shall survive the expiration or termination of the Contract.

Information concerning access of the B2GNow Reporting System will be provided to Contractor by the Office of Diversity in Business Practices. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: <https://palmbeachschools.diversitycompliance.com/>. The Contractor shall contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of their obligation to contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. For information request and questions, contact the Office of Diversity in Business Practices (561-681-2403).

See paragraph O for additional details regarding subcontractors.

Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:

The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining information and records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <https://go.boarddocs.com/fl/palmbeach/Board.nsf/Public#>.

R. PUBLIC RECORDS LAW:

The Responder shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

Public Records Exemption:

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

S. INSURANCE REQUIREMENTS:

In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The bidder's insurance coverage shall be primary and noncontributory. Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance. The School Board shall be named as an additional insured.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

1. WORKERS' COMPENSATION: WORKERS' COMPENSATION:

Bidder must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- Waiver of Subrogation – WC 0003 13 or its equivalent

2. COMMERCIAL GENERAL LIABILITY:

Bidder shall procure and maintain for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

3. BUSINESS AUTOMOBILE LIABILITY:

Awarded vendors shall procure and maintain, for the life of the contract/agreement,

Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence. This coverage shall be an "Any Auto" form policy or a form policy that includes "Scheduled Autos, Hired Autos, and Non-Owned Autos" coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. WAIVER OF SUBROGATION:

The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Bidder's insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder's operations for any school or ancillary owned by the School Board of Palm Beach County.

5. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:

In accordance with Section 501.171, F.S., (or section as amended) Awarded Vendor(s) shall take reasonable measures to protect and secure the School Board's records in any form. This data may include (personal, financial or student) information. Awarded Vendor(s) shall notify The School Board, or it's designee, as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Awarded Vendor(s) shall work with The School Board, or it's designee, to satisfy the requirements of Section Fla. Statutes, Chapter 501.171 (or section as amended) as to required investigation and notice provisions. Further, Awarded Vendor(s) shall reimburse The School District for actual, reasonable costs incurred by The School District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from The School District evidencing such actual, reasonable costs incurred.

I. E-VERIFY

- A. Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation

- B. Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that Contractor must maintain a copy of such affidavit for the duration of the contract or solicitation.

- C. If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f) .
- D. If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but Contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

U. PAYMENT / PAYMENT TERMS:

Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at michael.j.callahan@palmbeachschools.org.

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to apinvoice@palmbeachschools.org.

Electronic Invoice Submission Guidelines:

- a. **Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.**
- b. **Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment**

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

V. INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

W. CHANGE ORDERS:

Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

X. DISTRICT PURCHASING CARD:

The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above-mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

Y. CONFLICT OF INTEREST:

On vendors own business letterhead, all vendors must disclose the name of any officer, director, or agent who is also an employee of the District. All vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder's business or any related entity. By submitting this documentation to the District, the vendor represents and warrants that District employee does not have a prohibited conflict of interest as provided in Chapter 112, Florida Statutes and School Board Policy 3.02 Code of Ethics.

Z. CODE OF ETHICS:

Per District Policy 3.02, District Employees shall not accept gifts or gratuities in violation of the State Code of Ethics or which give the appearance that the gift improperly influenced a decision.

AA. ORGANIZATION PROFILE:

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email, and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement, and a succinct history of the company. In addition, the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

BB. COMPANY FINANCIALS:

Vendors shall provide financial statements giving the District enough information to determine financial stability. Failure to do so may result in your response being rejected.

- a. Balance Sheet or Annual Report for the last three (3) years
- b. Three (3) years of income statements
- c. Federal or State tax liens or judgements for the proposer's entity for the last five years. If no liens or judgements exist, please so state on Company Letterhead and upload with your response.

You may also include (optional):

- a. Statement of Changes in financial position;
- b. Letter from the proposer banking institution
- c. Statement from certified public accounting firm.

CC. CONTRACTOR RESPONSIBILITIES: The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor (including supervisors) equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete all work specified herein.

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result for their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Safeguard of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

Contractor shall correct any and all damage caused by their operations to the owner's satisfaction at no additional cost to the owner.

The contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times.

The contractor shall be required to respond to ALL Request for Quotes (RFQs) whether with a quote or a statement saying they are unable to provide a quote.

DD. INSPECTIONS: The District will provide for inspections of the installation. The District's inspector will be provided by Facilities Services/Construction and Facility Management as applicable and said inspector will also act as the District's representative. Contractor shall provide a 48-hour notice prior to all inspections.

Contractor shall notify Facilities Services/Construction three (3) working days prior to commencement of work and shall, at that time, receive authorization to begin.

Contractor shall contact Department of Maintenance and Plant Operation/Construction and Facility Management a minimum of two (2) working days prior to completion of work and establish a time for District's inspector/representative to make the final inspection. At the time of the final inspection, the contractor or representative shall be present at work site. District's representative will ensure that all work by the contractor has been executed in accordance with specifications, drawings, and attachments which may be part of this invitation. Additionally, District's inspector will ensure installation is in compliance with all applicable codes.

EE. MINIMUM ORDER: The District will not accept any minimum dollar requirement for orders associated with this bid.

FF. ESTIMATED DOLLAR VALUE: The estimated spend for this contract is \$1.2 million annually however, there is no guarantee of this dollar amount.

GG. WARRANTY: Contractor shall warrant all materials and related accessories to be free from defects in material and/or workmanship under normal use and service for a period of at least five (5) years from acceptance of installation by District, and if any part of the work shall fail within this period, it shall be replaced and unit restored to operation at no cost to the District.

HH. MATERIAL SAFETY DATA SHEETS (MSDS): MSDS should be uploaded with bid. Also, up to two additional copies must be supplied if requested. These MSDS sheets may be uploaded or faxed to 561-963-3823 prior to bid opening.

II. LIQUIDATED DAMAGES: Time of completion is of the essence. Should the contractor fail to complete the work within the time specified, and provided the contractor has not previously obtained an extension of time, the District reserves the right to collect \$200 per day for each calendar day that work remains incomplete after time allotted.

JJ. VARIANCES: State any variances, however slight, to the specifications herein. If none are indicated, it will be assumed materials and/or services bid are identical to those specified. Refer to attached Variances Document.

KK. BALANCE OF LINE: The "balance of line" shall include products and services that are not requested in this. Invitation to Bid, but are within the scope of products and services available from the awardee(s). The School District reserves the right to add these products and services to the awarded items. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendor as they occur. Refer to Additional Information Document.

LL. DELAYS AND EXTENSIONS OF TIME: If the contractor is delayed at any time in the progress of the work for any cause or reason which is beyond their control, contract time may be extended by mutual agreement between the contractor and the School District (Purchasing Department).

MM. AREA REPRESENTATIVE: Bidder should indicate on the attached Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

NN. DISCONTINUED PRODUCTS: If, during the contract period, products are discontinued, the successful bidder of such items will send the School District Purchasing Department written notification of those items along with the replacement product information and pricing. A reasonable price must be submitted for the replacement product. In the event that a replacement item's price is determined to be unreasonably high, the requested item may not be considered for addition to the contract.

OO. QUANTITIES: Quantities set forth in this Invitation to Bid are estimates based on anticipated usage. They are subject to change (increase/decrease) in order to meet the needs of the School District of Palm Beach County. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

BID PREPARATION CHECKLIST:

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked “required” must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Area Representative	N/A
	Yes	Required Response Form	N/A
	Yes	Bid Summary Document	Paragraph G
	Yes	Certificates/License	Paragraph J, S
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E, P
	Yes	Debarment Certification	N/A
	Yes	Variance Document	Paragraph JJ
	Yes	Reference Document	Paragraph I
	Yes	Early Payment Terms	Paragraph U
	Yes (if applicable)	Form 1525, Letter of Intent – SBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, SBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	Paragraph AA
	Yes	Company Financials	Paragraph BB
	Yes	Conflict of Interest/Non Conflict of Interest Statement	Paragraph Y
	Yes	E-Verify Form	Paragraph T
	Yes	Complaint Notification/Bid General Conditions	See General Conditions Paragraph 26

***Reminder* The Proposer must submit all supporting documentation in the name of Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

***Reminder* The Proposer must submit all supporting documentation in the name of Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

SPECIFICATIONS

Specifications pertinent to this bid, are to be contained in a separate document titled "Specifications".

23C-5L SPECIFICATIONS

SPECIFICATIONS

A. WORK REQUIREMENTS

1. All materials intended for installation at site must arrive in unopened, clearly marked containers. The site construction manager and/or representative reserves the right to examine any container and reject those that are not in compliance with the requirements on this contract.
2. All materials that are stored on any site under the control of the School District and are intended for installation shall remain the property of and be in control of the contractor. Any damage to grass due to improper storage shall be remedied by the contractor. In case of accident, the contractor shall remove the soil to the depth required to recapture the spillage, dispose of the contaminated soil and replace it with clean fill. All containers, machinery, and tools shall be removed from the site within twenty-four (24) hours after completion of the project and prior to the processing of any invoice for final payment.
3. All damage to grass and shrubs occurring to a distance of six (6) feet from the edge of any surface which occurs as a result of the contractor's Trucks or equipment driving on grass areas or application of materials shall be remedied by the contractor at no additional cost to the School District. Repairs made as a result of damage must be guaranteed for a period of 90 days. Should the replacement grass or shrub die in the Ninety (90) day period the contractor shall replace the materials continually until the area is re-established. The District will only continue standard and customary practices for maintenance of the areas during re-establishment period; District's personnel shall not be tasked with extraordinary watering or maintenance.
4. Materials must be stored in accordance with manufacturer's instructions: Protect from extremes of weather, temperature, moisture, and other damage.
5. Deliver materials to site in manufacturer's original sealed containers with proper labels attached.

B. MATERIAL REQUIREMENTS / FIBERGLASS SURFACES - PLEXIPAVE OR SIMILAR

1. Products containing asbestos are strictly prohibited.
2. Surface material shall be a fiberglass membrane on asphalt surfaces in conjunction with the Plexipave or similar or similar System. This technique is generally successful to renew surfaces that exhibit hairline or stabilized surface cracking. It is not a solution to structural cracking or base failure. This system extends the life expectancy of asphalt surfaces not yet ready for major structural repair.
3. Plexipave or similar Court Patch Binder shall comply with the California Products Corporation specification 10.14 or current updated specification. (<http://www.calprocorp.com/>)

4. Acrylic Resurfacer or similar shall comply with the California Products Corporation specification 10.14 or current updated specification. (<http://www.calprocorp.com/>)
5. Plexipave or similar Acrylic Filler Coats shall conform to the California Products Corporation specification 10.5 or current updated specification. (<http://www.calprocorp.com/>)
6. Plexichrome or similar Acrylic Finish Coat shall conform to the California Products Corporation specification 10.1 or current updated specification. (<http://www.calprocorp.com/>)
7. Plexicolor or similar Line Paint shall conform to the California Products Corporation specification 10.4 or current updated specification. (<http://www.calprocorp.com/>)
8. Plexiboard or similar Coating shall conform to the California Products Corporation specification 10.15 or current updated specification. (<http://www.calprocorp.com/>)
9. Plexipave or similar Crack Filler shall conform to the California Products Corporation specification 10.10 or current updated specification. (<http://www.calprocorp.com/>)

C. APPLICATION REQUIREMENTS/FIBERGLASS SURFACES PLEXIPAVE OR SIMILAR SYSTEM

1. The surface to be coated must be sound, smooth and free from dust, dirt and oily material. All mildew is to be removed with a pressure washer with no additives.
2. All cracks 1/8" or greater in width shall be cleaned out and filled with Plexipave or similar Acrylic Crack Filler or equivalent. All repaired areas shall be flush with surrounding surface. If not, they shall be ground or rolled as needed to make them flush and even.
3. Prior to the application of surfacing materials, the entire surface shall be inspected for any depressions or irregularities. After the surfaces have been flooded, any depressions covering a nickel shall be corrected by the following method. Depressions and irregularities shall be filled with Court Patch Binder or equivalent according to specifications using the following mix:

100 lbs. 45-60 mesh silica sand (dry)
3 gallons Plexipave or similar Court Patch Binder or equivalent
1 gallon Portland Cement (dry) (depending on humidity and temperature)

Tack coat is necessary under patches only and shall be as follows:

Plexipave or similar Court Patch Binder diluted one part Court Patch Binder to two parts water and allowed to thoroughly dry prior to patching.

Surface patching shall not vary more than 1/8" in ten feet measured in any direction.

4. Fiberglass applications shall be installed over the prepared surface. The fiberglass shall be 10 x 20 mesh resin-coated fiberglass (asphalt-coated fabric is not acceptable). The fiberglass shall be rolled out into the Plexibond and stretched tight. The Plexibond Coating shall be applied using a "wet on wet" method. The Plexibond Coating shall be

diluted two part Plexibond to one part water prior to application. Adjacent panels shall be overlapped a minimum of 3". Wrinkles in the fiberglass membrane shall be corrected prior to application of the acrylic resurfacer.

5. In order to thoroughly mask and embed the fiberglass membrane, a minimum of **TWO COATS** of California Acrylic Resurfacer or equivalent shall be placed on the cured fiberglass membrane. The application rate per coat shall be .05-.07 gallons per square yard prior to dilution.

Dilute with water and sand utilizing the following mix:

Acrylic Resurfacer	55 gallons
Sand (45-60 mesh)	600-900 lbs.
Water	20-40 gallons

Additional coats may be necessary to completely hide the texture of the fiberglass membrane. If finer sand is used do not exceed 700 lbs. per 55 gallons of acrylic resurfacer.

6. Fortified Plexipave or similar shall be applied by rubber-bladed squeegee on the clean, dry surface in three applications to obtain a total quantity of not less than .15 nor more than .23 gallons per square yard of area, based on the material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured.

Fortified Plexipave or similar shall be blended utilizing the following mix:

Plexipave or similar Color Base	30 gallons
Plexichrome	20 gallons
Water	20 gallons

The diluted material shall be homogeneous. Segregation before or during application will not be permitted.

The finished surface shall have a uniform appearance and be free from ridges and tool marks.

7. Four (4) hours minimum after completion of the color resurfacing, two-inch wide playing lines shall be accurately located, marked and painted with Plexicolor or similar Line Paint as specified by U.S. Tennis Association.
8. Work involving the Plexipave or similar System shall not be conducted during rainfall, or when rainfall is imminent. The air temperature must be at least 50°F and rising. Do not apply when surface temperature is above 140°F.
9. The filler and finish courses shall be applied by squeegees. Mechanical spray equipment and spreaders will not be permitted. All materials will be delivered to the job site in their original unopened containers where they will be checked by the owner. All methods of construction must be submitted to the owner for approval. Manufacturer's direct representative must be readily available to the owner during construction.

D. MATERIAL REQUIREMENTS - ASPHALT SURFACES - PLEXIPAVE OR SIMILAR SYSTEM

1. This specification covers the application of a new wearing surface texture for Plexipave or similar Tennis Courts and new or existing asphalt concrete tennis courts that have a sound, well-drained base of adequate thickness and stability. Existing surfaces should be properly sloped for good drainage, and free from cracks. The process consists of the repair of any minor depressions, followed by application of the Plexipave or similar System.
2. The success of the all-weather characteristics of resurfacing is dependent on a sound base (with good drainage) and asphalt concrete meeting the requirements of the National Asphalt Paving Association and the U.S. Tennis Court Association. Surface variation should not exceed 1/8" in 10 ft. when measured in any direction with a straightedge and a slope of one inch in 10 ft., all in one plane.
3. Plexipave or similar Court Patch Binder shall comply with the California Products Corporation specification 10.14 or current updated specification. (<http://www.calprocorp.com/>)
4. Plexipatch or similar shall comply with the California Products Corporation specification 10.21 or current updated specification. (<http://www.calprocorp.com/>)
5. Acrylic Resurfacer shall comply with the California Products Corporation specification 10.8 or current updated specification. (<http://www.calprocorp.com/>)
6. Plexipave or similar Acrylic Filler Coats shall conform to the California Products Corporation specification 10.5 or current updated specification. (<http://www.calprocorp.com/>)
7. Plexichrome or similar Acrylic Finish Coat shall conform to the California Products Corporation specification 10.1 or current updated specification. (<http://www.calprocorp.com/>)
8. Plexicolor or similar Line Paint shall conform to the California Products Corporation specification 10.4 or current updated specification (<http://www.calprocorp.com/>)
4. Water - The water used in all mixtures shall be fresh and potable.

E. APPLICATION REQUIREMENTS - ASPHALT SURFACES - PLEXIPAVE OR SIMILAR SYSTEM

1. The surface to be coated shall be sound, smooth, and free from dust, dirt or oily materials. Entire surface shall be pressure cleaned prior to the application of surfacing materials. The entire surface should be checked for any depressions or irregularities. After the courts have been flooded, any depression covering a nickel shall be corrected by the following method. Depressions and irregularities shall be filled with Court Patch Binder, Plexipatch or equivalent according to specifications using the following mix:

100 lbs. 45-60 mesh silica sand (dry)
3 gallons Plexipave or similar Court Patch Binder
1 gallon Portland Cement (dry) (depending on humidity and temperature)
See Plexipatch label directions.

Tack coat is necessary under patches only and shall be as follows:

Plexipave or similar Court Patch Binder diluted one part Court Patch Binder to two parts water and allowed to thoroughly dry prior to patching. After patching, the surface shall not vary more than 1/8" in ten feet measured in any direction.

2. In order to provide a smooth, dense underlayment for the Plexipave or similar System, one application of California Acrylic Resurfacer shall be applied to the surface to obtain a coverage of 15-20 sq. yds. per gallon (0.07-0.05 gallons per square yard). No application shall be covered by a succeeding application until thoroughly cured. Dilution with water and sand is required utilizing the following mix:

Acrylic Resurfacer - 55 gallons
Water - 20-40 gallons
Sand (45-60 mesh) - 600-900 lbs.
Liquid Yield - 112-138 gallons

3. Plexipave or similar Acrylic Filler Coats shall be applied by rubber bladed squeegee on the clean, dry surface in three applications to obtain a total quantity of no less than 0.15 nor more than 0.23 gallons per sq. yd. of area, based on the material prior to any dilution. No application shall be covered by a succeeding application until thoroughly cured.

Dilution with Plexichrome (or similar product) and water to obtain proper application consistency will be as follows:

Plexipave or similar Color Base - 30 gallons
Plexichrome or similar - 20 gallons
Water - 20 gallons

The diluted material shall be homogeneous. Segregation before or during application will not be permitted.

The finished surface shall have a uniform appearance and be free from ridges and tool marks.

4. Playing Lines Four hours minimum after completion of the color resurfacing, two inch wide playing lines shall be accurately located, marked, and painted with Plexicolor or similar Line Paint as specified by U.S. Tennis Association.
5. Work involving the Plexipave or similar System shall not be conducted during rainfall, or when rainfall is imminent. The air temperature must be at least 50°F and rising. Do not apply when surface temperature is above 140°F.
6. The Plexipave or similar System will not prevent surface or structural cracks from recurring.

F. EQUIVALENTS

1. All materials used shall be from a manufacturer that has regularly engaged in the manufacturing of these products for a minimum of five years and must meet the product

specifications. If offering an equivalent product Bidder must provide written information from the manufacturer that all products used are 100% acrylic latex systems (no vinyl or vinyl combination systems) and are free of asbestos fillers. This system is composed of a color concentrate and a neutral non-pigmented acrylic with round sand. A color concentrate mixed with local sand will not be considered equal. If other than the standard specified, the contractor should submit at least four days prior to the bid date, at their own expense, a complete typewritten list of all such proposed substitutions together with sufficient data, drawings, samples, literature, and other detailed information that will demonstrate to the satisfaction of the District that the proposed substitute material is equal in quality and utility to that originally specified. If the District considers tests necessary to determine the quality and utility of any proposed material, such test shall be made at the expense of the contractor by an established and unbiased testing laboratory approved by the District. The all-weather surfacing materials specified herein are products of California Products Corporation, 150 Dascomb, Andover, MA 01810 or an approved equal.

ACCEPTABLE MANUFACTURERS Include but are not limited to: California Products Corporation.

2. The specification requires the provision of a complete surfacing system of specially formulated materials, each compatible with the other, which, when properly installed, will produce a high-quality of all-weather surface. Under no circumstances will a surfacing system comprised of several products produced or manufactured from different sources be considered.
3. Submit manufacturer's literature, specifications, installation instructions and maintenance instructions.
4. Product: Products specified are to establish a standard of quality only and are not intended to limit or exclude other products.

ACCEPTABLE MANUFACTURERS Include but are not limited to: California Products Corporation.

SECTION 32 18 23 OF DISTRICT MASTER SPECIFICATIONS ATHLETIC SURFACING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the general Conditions, Supplementary Conditions, and the Sections included under Division 1, General Requirements, are included as a part of this Section.

1.2 SUMMARY

- A. Provide labor, materials, services, and equipment necessary to furnish and install synthetic surfacing work as indicated and as specified herein, includes, but is not limited to:
 1. Surfacing of running track and field event areas
 2. Painting of lines and numerals
- B. Provide continuous and competent supervision of work included under this Section.
- C. Refer to Section Alternates that may affect the work of this Section.
- D. Related Work Specified Elsewhere
 1. Excavation, filling, grading, and compaction of sub-grade under running track and field event areas.

2. Asphalt binder/leveler course and sub-base for running track and field event areas.
3. Concrete base for field events and related concrete work.

1.3 SUBMITTALS

- A. Manufacturer Data: Submit copies of manufacturer's specifications and installation instructions for items required.
 1. Include data substantiating that materials comply with specified requirements.
 2. Indicate that installer has received copy of manufacturer's instructions.
- B. Documents in Regard to Warranty
 1. Provide letter from manufacturer of all materials attesting to the warranty length and limits signed by an officer of the organization.
 2. Provide letter of Warranty from the Installation Contractor for the time-period and conditions as noted under "Warranty."
 3. Submit these documents to the Architect or Owner prior to final payment.
- C. Provide documentation from track surface manufacturer of having been in business continuously for the last five-years under the same company name.
- D. Contractor is to provide certified statement in writing listing the overall quantity of rubber (total pounds of granules or strands) and tack coat/primer, and latex binder (total gallons) delivered to the job site and used in this track re-surfacing project.
 1. Copy of shipping invoices shall be included with this statement, and submitted to the Architect prior to final payment.
- E. Layouts for Running Track (Metric) and Field Events
 1. Submit drawings showing the tracks and field event layouts, including metric lane markings, passing zones, start and finish lines, and other markings in accordance with the National Federation of State High School Association's High School Track and Field Rules and Records.
 - a. The Architect shall review the plans prior to the Owner's review.
 2. The layout of the track and field events shall conform to the drawings.
 - a. Upon completion of striping and layout work, the Contractor shall submit to the Architect an "As Built Drawing" prepared by a licensed surveyor with his name, address, and license number, certifying that all points and layouts shown on the approved shop drawing are located where required.
 - b. Contractor shall include cost in bid.
 3. Submit color samples for line marking paint. Colors shall be red with white lines.
- F. Samples:
 1. Each bidder shall submit one sample, not less than 3" by 3" for each surface being bid.
 2. All samples shall represent the exact surface being bid.
- G. Provide owner with written instructions for track use and maintenance requirements in accordance with the warranty.

1.4 QUALITY ASSURANCE

- A. A Contractor who has a minimum of 5-years experience in the field, and can demonstrate successful completion of similar projects must perform installation of synthetic surfacing.
- B. A representative of the manufacturer of the synthetic material shall be at the job site during performance of the work to assist and advise the asphalt plant in establishing the proper mix and to assist and advise the Contractor on all phases of the synthetic surfacing installation.

1.5 TESTING

- A. The owner reserves the right to submit representative samples of the synthetic track surface to an independent testing lab at any time during the length of the warranty to determine the chemical composition and performance characteristics.

- B. Contractor shall submit tests for Owner's acceptance, confirming compliance with the project and manufacturer's specification of the track system.
- C. The Owner is responsible for paying for all initial testing of the synthetic surfacing.
 - 1. If the test confirms the surface acceptable, the owner pays the cost of replacing the core sample areas in the track surface.
 - 2. Contractor shall remove and replace any section of track not in compliance with the project or manufacturer's specifications at no additional expense to the owner.
 - 3. Further testing of the synthetic surfacing, that has been replaced, will be done by an independent testing lab at the direction of the owner and at the expense of the Contractor.
- D. Take a 6" x 6" sample every 1,000 sq yd, do not use samples to repair the track surface, follow manufacturer's specifications for replacing the surfacing within the core sample areas.

PART 2 PRODUCTS

2.1 MANUFACTURES

- A. Acceptable manufacturers, subject to compliance with requirements, provide products from:
 - 1. "Maxflex BL" as manufactured by Precision Sports Surfaces, Inc.
 - 2. "Reflex-1" as manufactured by Leslie Coatings, Inc., Indianapolis, Indiana; or Goddard Coatings Company, Auburn Hills, Michigan.
 - 3. "Top Trax Surfacing System" by All American Tracks Corporation, Amherst, Ohio
 - 4. "Omni-B" by Vibro-Whirl & Co., Panhandle, Texas
 - 5. "Seal Flex" as manufactured by Athletic Field Services, Genesee Depot, Wisconsin or by Current Surfaces, Hanover, Michigan
 - 6. "Resilo-Flex" by Site Technology, Inc., Stow, Ohio
 - 7. "Sportflex" by Mondo America Inc, Atlanta, Georgia
 - 8. Beyon Sports Surfaces, Inc Hunt Valley, Md
- B. Products of other manufacturers provided they equal or exceed the material requirements and functional qualities of the specified product.
 - 1. The "Substitution Request Form" and complete technical data for evaluation must accompany requests for Architect's approval.
 - 2. Additional approved manufacturers are by Addendum.
- C. Refer to Section, "Instruction to Bidders," for additional requirements.

2.2 MATERIALS

- A. The surfacing system shall be complete and consist of components, blended and mixed in the prescribed manner, placed and installed with the recommended equipment to provide the best-finished product available from the manufacturer, and conforming to current specification.
- B. Description of System
 - 1. 3/8" thick minimum depth
 - 2. Color: Red
 - 3. Installation includes:
 - a. One tack coat of latex binder or asphalt emulsion
 - b. Minimum 4-layers of SBR rubber granules or stranded rubber bound with latex binder.
 - c. "Overspray" top layer of latex binder
- C. Product Description
 - 1. Binder/primer

- a. Asphalt Emulsion: Slow setting emulsified asphalt, complying with Specification M208-72 of the American Association of State Highway and Transportation officials test methods as prescribed in AASHTO T-59.
 - i) Use only on tack coat and bottom layer of rubber with 4-layer system.
 - ii) Do not mix asphalt emulsion with latex binder.
 - b. Latex binder: Provide type of latex binder as recommended by the manufacturer in the case that the manufacturer recommends a binder other than the #4125 and #4170.
 - c. System (rates given are minimum – follow manufacturer’s recommendations if more binder is required).
 - i) Tack coat/primer is to be installed at a minimum rate of 0.05-gal/sq.yd.
 - a) Asphalt emulsion
 - b) #4125 SBR latex binder as manufactured by California Products.
 - ii) Over first layer of rubber, install one of the following at a rate .07 gal/lb of rubber in a sq. yd.
 - a) Asphalt emulsion
 - b) #4125 SBR latex binder
 - c) Acrylic latex binder
 - iii) Over remaining layers of rubber granules, install one of the following at a rate of .07 gal/lb of rubber in a sq. yd.
 - a) #4170 SBR latex binder with U.V. inhibitor in top layer
 - b) Acrylic latex binder
 - iv) “Overspray” layer is to be at a rate of 0.10-gal per sq. yd. Provide SBR Latex Binder with U.V. inhibitors or acrylic latex binder.
 - v) Overall, minimum quantity of binder is to be as follows: (.73 gal/sq yd).
 - d. Measurement and Payment: The overall quantities listed are for setting a minimum acceptable quantity for the Project and noted in the certification statement signed by the Contractor. The Contractor is responsible for estimating total quantities of latex binder required for a complete installation and to provide total encapsulation of rubber particles providing a minimum 3/8" depth overall. If the rates exceed the minimum amount listed above, base the total quantity of materials on the manufacturer’s recommended rates, for their synthetic surfacing system. The Contractor is responsible to field verify all quantities. The owner will not be responsible for additional expenses for provision of additional materials beyond the quantities listed above.
2. Rubber
- a. Minimum pounds per sq. yd.: 8.25 pounds overall. Provide one of the following systems or combination of strand and granule to achieve overall minimum 3/8" depth and minimum 8.25 lb rubber/sq.yd.
 - b. Size of rubber:
 - i) Granules
 - a) 1-3 mm on bottom 3 layers
 - b) 0.5-1.5 mm on top layer
 - ii) Stranded rubber (strandulated) shall be properly ground and graded as follows:
 - a) Course (bottom layer): #98500 (58500) as manufactured by Spartan Enterprises
 - b) Medium (middle 2 layers) #98438 (58438) as manufactured by Spartan Enterprises
 - c) Fine: (top layer): #98722 (58722 or previously called #58137) as manufactured by Spartan Enterprises

- c. Measurement and Payment: The overall quantities listed are for setting a minimum acceptable quantity for the Project and noted in the certification statement signed by the Contractor. The Contractor is responsible for estimating total quantities of rubber required for a complete installation and to provide total encapsulation of rubber particles providing a minimum 3/8" depth overall. If the rates exceed the minimum amount listed above, base the total quantity of materials on the manufacturer's recommended rates, for their synthetic surfacing system. The Contractor is responsible to field verify all quantities. The owner will not be responsible for additional expenses for provision of additional materials beyond the quantities listed above.
- D. Line Marking Paint: Use 100% acrylic latex type, unless surfacing manufacturer recommends a different type.
 - 1. Do not use traffic, oil, alkyd, or solvent-vehicle type paints.

PART 3 EXECUTION

3.1 INSTALLATION OF SYNTHETIC SURFACING

- A. Before applying the surfacing, properly clean the running track and field events surface of dirt and debris and preparing surface by applying primer.
- B. Strictly adhere to manufacturer's written instructions for mixing, transporting, spreading, and compacting resilient material.
- C. Utilize only installation equipment and procedures recommended by surfacing manufacturer.
- D. Do not begin track and field events work before completion of final grading and surfacing.
- E. Do not apply material during a rainfall or when rain is imminent.
 - 1. Both ambient and materials temperatures are to be at least 50°F (10°C) and rising.
- F. After a rainfall, allow sufficient time for the surface to dry before resuming work.
 - 1. Surface shall be dry, since surface moisture on hot days can turn to steam or vapor.
 - 2. Trapped moisture under an application of material usually causes blisters.

3.2 INSTALLATION OF SYNTHETIC SURFACING ON CONCRETE BASE

- A. Allow minimum cure time of 28 days prior to installation of primer and synthetic surfacing.
- B. Power wash concrete surface and allow to dry completely prior to installation of primer.
- C. Use #4125 SBR Latex Binder as primer, do not use asphalt emulsion as binder or primer over concrete base.

3.3 INSTALLATION OF SYNTHETIC SURFACING ON ASPHALT PAVEMENT

- A. Synthetic surface has to be able to drain; therefore, bituminous concrete base course has to be flushed with top of curb.
- B. Allow minimum cure time of 14 days or longer as recommended by manufacturer prior to installation of primer and synthetic surface over new asphalt pavement.

3.4 LINE MARKING OF RUNNING TRACK AND FIELD EVENTS

- A. Carefully apply striping so lines are uniform, straight, and with even edges, color: white.
- B. Lines and other markings shall receive 2-coats of paint, amount as recommended by the manufacturer.
 - 1. Use paints directly from original containers and absolutely no thinning is allowed.

3.5 MAINTENANCE AND RESURFACING

- A. Contractor shall inspect the track and notify owner of structural cracks or problems with drainage needing repair prior to the installation of the new synthetic surface.
- B. Contractor will repair all defects in the synthetic surface caused by delamination, peeling, chalking, or raveling.
- C. Contractor will restore high use areas of the track and field events that are showing wear to bring the surface up to the original 3/8" thickness.

3.6 FIELD QUALITY CONTROL

- A. Use the following to test the finished track surface for compliance with the above specifications:
1. Contractor shall cut a 5" x 6" x 6" sample out of the finished track surface, in the presence of the owner.
 2. The Owner shall select the test locations, not less than 6" from the edge of the surface.
 3. An independent testing laboratory shall examine the test cuts for thickness and weight.
 - a. The finished weight of the systems shall be not less than 11.5 pounds per square yard of surface with a minimum thickness of 3/8".
 4. In the event that the above minimums are not achieved, the Contractor shall install additional materials until achieving the required minimum.
 5. The Contractor shall repair the test cut areas.

END OF SECTION

23C-5L BID SUMMARY DOCUMENT	
Vendor Name:	
All prices submitted for resurfacing of tennis courts, handball courts, basketball courts and playcourts must include all costs including, but not limited to, mobilization, area preparation, application and final clean-up. No other charges will be permitted.	
The following is for a quantity of 500 square yards and greater, up to 1,999 square yards. This price includes application of plexipave (or similar) system and fiberglass membrane to include patching, crack filling, resurfacer applications, fortified plexipave application and line striping.	
Manufacturer:	
Product Name:	
Price per Square Yard:	
Please note: The use of fiberglass membrane, the four coats of color system and striping are to be included in the price evaluation of the total cost per square yard.	

**THE SCHOOL DISTRICT OF PALM BEACH
COUNTY PURCHASING DEPARTMENT
3300 Forest Hill Boulevard, Suite
A-323 West Palm Beach, FL
33406-5813**

**INVITATION TO BID
Bidder Acknowledgement**

Vendor Name:

Vendor Mailing Address:

E-Mail Address:

Area Code / Telephone Number:

Toll-Free Telephone Number:

Fax Number:

Web Address:

FEID No. or SS #:

Delivery calendar days after receipt of order:

ANTI-COLLUSION

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

BID CERTIFICATION

I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.

Name of Representative Submitting Bid:

Title of Company Representative:

Date:

Revised 1/9/14

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

AREA REPRESENTATIVE

Please list the contact for this contract. Add additional forms if necessary.

Vendor Name:	<input type="text"/>
Area Representative:	<input type="text"/>
Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Email Address:	<input type="text"/>
Telephone:	<input type="text"/>
Cell Phone:	<input type="text"/>
Fax Number:	<input type="text"/>
Emergency Number:	<input type="text"/>

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

DEBARMENT CERTIFICATION

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an 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 participants shall attach an explanation to this proposal.**

Organization Name:

Solicitation Number or Project Name:

Name of Authorized Representative:

Title of Representative:

Date:

INSTRUCTION CERTIFICATIONS

1. By electronic submission of this the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon 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," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so 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 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 that it will include this 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.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in 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.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish 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 will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's 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) Give 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), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will 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 (5) days after such conviction.
- 5) 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) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

DATE

COMPANY NAME

Must be executed and returned with attached bid at time of bid opening to be considered.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Subconsultant, Subcontractor &
Vendor Participation Services

1. PROJECT NAME <input type="text"/>	2. PROJECT NUMBER <input type="text"/>	3. PHASE (Precon, Demo, Const) <input type="text"/>	4. TOTAL BID OR CM SERVICES * AMT. (Required) <input type="text"/>
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*** GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + CM Fee only)**

Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & non-minority) listed below will participate in this project for the Contract (Trade) Items and the dollar amount

Check One: MWBE SBE Check One: Subconsultant Subcontractor Vendor

Div. No.	SUBCONTRACTOR/SUBCONSULTANT/VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	
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Subcontractors represented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & Contract documents. A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must also include non-minority firms.					SUBTOTAL(this page only)>	<input type="text"/>
CM's Firm Name <input type="text"/>					TOTAL SBE/MWBE Services Participation	<input type="text"/>
Name/Position <input type="text"/>					TOTAL Non-MWBE/SBE Participation	<input type="text"/>
Signature/Date <input type="text"/>					TOTAL Percentage of (Alternates & Change	<input type="text"/>

1. PROJECT NAME <input type="text"/>	2. PROJECT NUMBER <input type="text"/>	3. PHASE (Precon, Demo, Const) <input type="text"/>	4. TOTAL BID OR CM SERVICES * AMT. (Required) <input type="text"/>
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PeriscopeS2G PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(Must be completed & submitted with each competitive solicitation)

Name of Proposer:

Identify the state in which the Proposer has its principal place of business:

Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Proposer)

NOTICE: Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

- The Proposer's principal place of business is in the State of and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.
- The Proposer's principal place of business is in the State of and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

- The Proposer's principal place of business is in the political subdivision of and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.
- The Proposer's principal place of business is in the political subdivision of and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting preference(s)]:

Signature of out-of-state Proposer's attorney:

Printed name of out-of-state Proposer's attorney:

Address of out-of-state bidder's attorney:

Telephone Number of out-of-state bidder's attorney:

Email address of out-of-state bidder's attorney:

Attorney's states of bar admission:

Proposer's Printed Name: Signature

Company Name:

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

REFERENCES

Vendor Name:

Bid number/Name:

This information will be used in the evaluation of this bid.

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 – New Customer (one year or less)

Name of Firm:	<input type="text"/>
Scope of Work:	<input type="text"/>
Cost of Service:	<input type="text"/>
Date of Service:	<input type="text"/>
Contact Person:	<input type="text"/>
Email:	<input type="text"/>
Phone #:	<input type="text"/>
Address:	<input type="text"/>

Reference 2 – Past Customer (currently not doing business)

Name of Firm:	<input type="text"/>
Scope of Work:	<input type="text"/>
Cost of Service:	<input type="text"/>
Date of Service:	<input type="text"/>
Contact Person:	<input type="text"/>
Email:	<input type="text"/>
Phone #:	<input type="text"/>

Address:	
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Reference 3 – Repeat or Long Term Customer

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

Reference 4 – Repeat or Long Term Customer

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

Reference 5 – Repeat or Long Term Customer

Name of Firm:	
Scope of Work:	
Cost of Service:	

	Date of Service:	
	Contact Person:	
	Email:	
	Phone #:	
	Address:	

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT**

**3300 Forest Hill Blvd, Suite A-323
West Palm Beach, FL 33406-5813**

REQUIRED RESPONSE FORM

This information package should be submitted to PeriscopeS2G for the School District of Palm Beach County, Purchasing Department. Information Packages are due and will be opened at this time.

Anti-Collusion Statement / Public Domain

I, the undersigned responder(s), have not divulged, discussed, or compared this information package with any other responder(s), and have not colluded with any other Responder(s) in the preparation of this information package in order to gain an unfair advantage in the award of this information package.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.

Information Package Certification

I hereby certify that I am electronically submitting the following information as my company's information package. Information Package must be signed by an officer or employee having authority to legally bind the responder(s).

RESPONDER(S) (firm name):

STREET ADDRESS:

CITY & STATE:

ELECTRONIC SIGNATURE OF AUTHORIZED REPRESENTATIVE:

TITLE: DATE:

CONTACT PERSON:

CONTACT PERSON'S ADDRESS:

TELEPHONE: FAX: TOLL FREE:

E-MAIL ADDRESS: INTERNET URL:

RESPONDER(S) TAXPAYER IDENTIFICATION NUMBER:

W-9

(Rev. December 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not
send to the IRS.

Print or
type
See Specific
Instructions
on page 2.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

Individual/sole proprietor or single-member LLC C Corporation S

Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

• **Note:** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner

Other (see instructions)

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or

abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature

of

U.S. person

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business.

Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f) (2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

- I—A common trust fund as defined in section 584(a) J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1) M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)
 Also see *Special rules for partnerships* on page 2.
 *Note. Grantor also must provide a Form W-9 to trustee of trust.
 Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

- To reduce your risk:
- Protect your SSN,
 - Ensure your employer is protecting your SSN, and
 - Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

VARIANCES

BID NAME/NUMBER	<input type="text"/>
VENDOR NAME:	<input type="text"/>

*If vendor chooses not to participate in Variances Document, please acknowledge by placing N/A here

→

<p><u>VARIANCES:</u> State any variances, however slight, to the above specifications. If none are indicated, it will be assumed materials and/or services bid are identical to those specified.</p> <div style="border: 1px solid black; height: 80px; width: 100%;"></div>

Certification for E-Verify

VENDOR hereby certifies compliance with the following:

Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor while performing work or providing services for the School Board of Palm Beach County, Florida. Vendor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for the School Board of Palm Beach County, Florida on its behalf utilize the E-Verify system to verify the employment eligibility of all new employees hired by subcontractors.

VENDOR:

Business Name

Signature Name:

Printed Name:

Printed Title

Date

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

EARLY PAYMENT TERMS

Bid number/Name:

Vendor Name:

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → .

EARLY PAYMENT: Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
<input type="checkbox"/> 0.5% 10 net 30 *
<input type="checkbox"/> 0.75% 5 net 30 *

* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

Note: Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT

Supplier Information

Solicitation 23C-5L

This form must be filled out along with the W9 Form. (Note: It is your responsibility to contact our office if any of this information should change. Any acquisition or changes in ownership are required on letterhead and a new W9 must be obtained). **Purchase orders are required for all purchases. No school district employee is authorized to place an order for merchandise or services without a purchase order.**

For questions on this form, please contact *Michael J Callahan* at

Phone *561-434-8507* (Email): *michael.j.callahan@palmbeachschools.org* or Fax: 561963.3823

PLEASE NOTE: The School District of Palm Beach County DOES NOT make changes with PeriscopeS2G (our bidding provider), you must contact PeriscopeS2G @ 1-800-990-9339 to ensure your contact information is correct in order to receive any future notifications regarding advertised solicitation.

ORDER TO:

Business Name

Business Name, if different than above

Street Address

City State Zip Code

Company Email Address for Electronic Purchase Orders

Company Email Address for Electronic Purchase Orders

Fax Number

Taxpayer ID Number

Contact Name

Phone Ext.

REMIT PAYMENT TO:

Business Name

Street Address

City State Zip Code

COMPLETED BY

Title

Date

Use the attached form "**Divisions or Subsidiary Companies**" that fall under the parent company and use the same tax ID number (TIN) but they have different order to and remit to locations.

Supplier Information for Divisions or Subsidiary Companies

Indicate N/A here if not applicable

This part of the is used for Divisions or Subsidiary companies that fall under the parent company and use the same tax ID number (TIN) but have different order to and remit to locations, including fax numbers and email addresses for Purchase Orders, please complete the following:

Parent Company Name

ORDER TO:

Taxpayer ID Number

Division/Subsidiary Name

Street Address

City State Zip Code

Company Email Address for Electronic Purchase Orders

Fax Number

Contact Name

Phone Ext.

REMIT PAYMENT TO:

Same as above

Division/Subsidiary Name

Street Address

City State Zip Code

COMPLETED BY

Title

Date

The School District of Palm Beach County

SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION INFORMATION

Certification applications are available through the Office of Diversity in Business Practices:

<http://www.palmbeachschools.org/diversityinbusiness>

Office of Diversity in Business Practices
School District of Palm Beach County
3300 Summit Boulevard
West Palm Beach, FL 33406
Phone: (561) 681-2403

Are you an SBE vendor certified by the School District of Palm Beach County?

YES*

NO

* If yes, please provide your certification information below and attach a copy of your certification:

Certification Expiration Date:

Ethnicity Classification:

If you are not a certified SBE vendor and intend to sub-contract with a certified SBE firm(s), please list the vendors and the estimated dollar value below:

Vendor

<input type="text"/>
<input type="text"/>
<input type="text"/>

Estimated Dollar Value

\$ <input type="text"/>
\$ <input type="text"/>
\$ <input type="text"/>



Participation Letter of Intent

Minority/Women Business Enterprise (M/WBE) **Small Business Enterprise (SBE)**

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 681-2403.
Form must be submitted to Bidsync.com

BID/RFP or Project Name _____

Name of Bidder/Construction Manager _____

The undersigned intends to perform work with the above project as (check one):

- Individual Partnership Corporation Joint Venture* *If a joint venture, attach letterhead or other documentation proving relationship.*

The undersigned intends to perform work with the above project as (check one):

- Subcontractor Subconsultant Manufacturer Supplier

The undersigned is:

- Certified with the School District of Palm Beach County as a M/WBE Vendor.
 Certified with the School District of Palm Beach County as a SBE Vendor.
 Certified with the State of Florida, Department of General Services (Provisional).

The undersigned is: (MWBE or SBE must check one in Column 1 and Column 2; Column 3, if applicable)

Column 1

- African American Native American
 Asian American American
 Hispanic American

Column 2

- Female Male

Column 3

- Physically Impaired

PARTICIPATION The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated: \$ _____

Name of M/WBE or SBE Subcontracting Firm _____

Name and Position (type or print) _____

<p>INTERNAL USE ONLY - ROUTING DISPOSITION All executed originals of the form must be submitted to the Office of Diversity in Business Practices 3300 Summit Blvd., West Palm Beach, FL 33406-5813</p>

Signature

Date

The Prime vendor understands and agrees to inform the Office of Diversity in Business Practices (ODBP) of any changes to the information contained in this form within five (5) business days.

STATE OF FLORIDA)
) SS
COUNTY OF)

BEFORE ME, the undersigned authority, personally appeared _____, who, being first duly sworn, on oath deposes and says that the information provided on PBSD 1525 Participation Letter of Intent is true and correct and that he or she has read the information provided on PBSD 1525 Participation Letter of Intent and knows the contents thereof.

AFFIANT

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC: Signature: _____ Print Name: _____

State of Florida at Large (Seal)

My commission expires: _____



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. _____ Project No./ Title _____

Corporate Name _____

Tax FEIN No. _____

Before me, the undersigned authority, personally appeared, _____, ("Corporate Representative") this _____ day of _____, 20 __, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Table with 3 columns: Name, Address, Percentage. Contains 3 empty rows for data entry.

B. Persons or corporate entities who hold by proxy the voting power of 5% or more:

Table with 3 columns: Name, Address, Percentage. Contains 3 empty rows for data entry.

C. Stock held for others and for whom held:

Table with 3 columns: 1. Name / 2. From Whom Held, Address, Percentage. Contains 6 numbered rows for data entry.

CORPORATE REPRESENTATIVE

By: _____

SWORN TO and subscribed before me this _____ day of _____, 20 __, by _____ Such person(s) (Notary Public must check applicable box).

[] is/are personally known to me. [] produced a current driver license(s). [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

GENERAL CONDITIONS FOR BIDS

The General Conditions for Bids, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **BIDS:** Bids will be received electronically through a secure site at BidSync.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches BidSync on or before the closing date and hour as indicated in this bid document.
4. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.
5. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
6. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
7. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**
 - A. The School Board reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to Bidder. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract. The School Board will only be required to pay to the Bidder that amount of the Contract actually satisfactorily performed to the date of termination. The Bidder shall not be entitled under any theory to payment for work not actually performed or lost profits.
 - B. If the Bidder materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The Bidder shall have thirty (30) days to cure the breach. If the Bidder fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the Bidder that it has materially breached its Contract with the School Board, the Superintendent shall recommend to the School Board that it terminates the Contract for Cause. Notwithstanding the foregoing, the School Board reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The School Board shall review and consider the Superintendent's recommendation and determine whether the Bidder should be suspended from doing future work with the School Board, and if so, for what period of time. The School Board will consider the seriousness of the breach in

making a determination as to whether a Bidder should be debarred, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. Should the School Board terminate for default in accordance with this provision, the School Board shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity. For purposes of this Section, a "material breach" shall be defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract.

The Bidder shall have the option to terminate the Contract upon written notice to the Director of Purchasing. Such notice must be received at least sixty (60) days prior to the effective date of termination. Early termination of the Contract by the Bidder may result in removal from bidders/responder list and may result in Bidder being debarred. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

- C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite A323
West Palm Beach, FL 33406

With a copy to: Inspector General
The School District of Palm Beach County
3300 Forest Hill Blvd., Suite C306
West Palm Beach, FL 33406

To Contractor:

8. **BIDDERS' RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

9. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid 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.
10. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.
11. **DISQUALIFYING CRIMES:** The bidder 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 the State of Florida or Federal Government. Further, the bidder certifies that it will divulge information regarding any of these actions or proposed actions with other governmental agencies. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not provide any goods or services or transact business with The School District of Palm Beach County, Florida for a period of 36 months from the date of being placed on the convicted vendor list.
12. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
13. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at BidSync.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

14. **GOVERNING LAW AND VENUE:** The Contract Documents shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. If any litigation shall result from the Contract Documents, the parties shall submit to the jurisdiction of the State Courts of the 15th Judicial Court and exclusive venue shall lie in Palm Beach County, Florida. BY ENTERING INTO THIS AGREEMENT, VENDOR AND SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
15. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
16. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
17. **TERMINATION:** This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created to Section 215.473, Florida Statutes, or if the Vendor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

This Agreement may also be terminated for convenience by the School District of Palm Beach County, Florida

In the event this Agreement is terminated for convenience, Vendor shall be paid for any goods or services properly performed under the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from The School Board of Palm Beach County, Florida, the receipt and adequacy of which are, hereby acknowledged by Vendor, for The School Board of Palm Beach County, Florida's right to terminate this agreement for convenience.

18. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

19. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
20. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

21. **PRODUCT RECALL:** In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The

failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

22. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

23. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

24. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

25. **ANTI-DISCRIMINATION:** The Bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

The Bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

26. **COMPLAINT NOTIFICATIONS:** As part of its bid, Bidder shall provide to the District a list of all instances within the past ten (10) years where a complaint was filed against Bidder in a legal or administrative proceeding, regardless of whether the complaint has been resolved or is currently pending, alleging that Bidder discriminated against an employee, independent contractor, subcontractor, vendor, supplier, or commercial customer on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability, in violation of applicable Federal and/or Florida law.

The Bidder must provide a description of each of the complaint(s) and: (i) the terms of resolution of all adjudicated/settled complaints, including any remedial action taken by Bidder; and (ii) the status of, and Bidder's response to, all pending complaints.

The School District will consider a Bidder's complaint history information in its review and determination of responsibility. The failure of a Bidder to comply with the requirements in this Section will result in Bidder being deemed non-responsive by the Director of Purchasing. If no complaints have been filed within 10 years, please so state on Company Letterhead and upload with your response as proof.

27. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

28. **INDEMNIFICATION AND HOLD HARMLESS:** Bidder shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of the vendor, Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
- C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work; or
- D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

29. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

30. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

31. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively 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.
- C. 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.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. 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.
- F. 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.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

32. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
33. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations as well as School Board policies that in any manner affect the items covered by this Purchase Order herein apply and must be adhered to by the vendor. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

In addition, if applicable, vendor compliance is required for the following: Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, as amended.

34. **GOVERNMENT FUNDING:** Funding for this Agreement and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. As a result, Vendor shall comply with the applicable laws and regulations listed below, the entire terms and conditions of which are fully incorporated herein:

Rights to Inventions Made Under a Contract or Agreement
Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)
Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Byrd Anti-Lobbying Amendments (31 U.S.C. 1352)

Energy Policy and Conservation Act (42 U.S.C. 6201)

Recovered Materials - Must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and Environmental Protection Agency (EPA) at 40 CFR part 247.

35. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will 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 will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
36. **CONDITIONS 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 the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
37. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
38. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
39. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
40. **SAMPLES, DEMONSTRATIONS AND TESTING:**
- A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. 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. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
41. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not

conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

42. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
43. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
44. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
45. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
46. **ORDERING PROCEDURE:** Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

47. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
48. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

49. **TIE BID:** According to FS 287.087, in the event of a tie, preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more responses are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place program, preference shall be awarded to the vendor who is certified as an SBE certified vendor with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the tie will be resolved by a coin toss. The vendor whose company's name comes first in the alphabet will be assigned "heads" and the second vendor will be assigned "tails". The coin will be tossed a minimum of three times. The vendor whose side of the coin selected wins two out of three times will be the named as the first ranked proposer and recommended for award. In the event of a 3-way (or more) tie, the vendor's company name will be chosen in a drawing.
50. **INTERPRETATIONS:** Neither BidSync nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
51. **SPECIAL CONDITIONS:** To the extent that any conflict exists between the provisions of the General Conditions, the Special Conditions, and bidder's proposal, the order of precedence to resolve a conflict shall apply: 1) the Special Conditions, 2) the General Conditions, and all exhibits thereto, including any addenda, 3) Contractor's response to the ITB, including any appendix and exhibits.
52. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of contract related to this bid, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this bid. This remedy is supplemental to any other remedies available at law.
53. **WAIVER PROVISION:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this bid and, therefore, is a material term hereof. Any party's failure to enforce any provision of this bid shall not be deemed a waiver of such provision or modification of this bid. A waiver of any breach of a provision of this bid shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this bid.
54. **Trade Secrets: Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.**

By submitting its bid, Bidder understands and waives any claim of confidentiality, including trade secrets, to its pricing and/or cost of service related submittals.

Any Bidder that intends to assert that certain materials are exempt from public disclosure under Chapter 119, Florida Statutes must submit the documents in a separate bound document or file labeled "Name of Firm, Attachment to Proposal Package. Bid# - Confidential Matter." In addition, the firm must identify the specific statute that authorizes the exemption from Chapter 119, Florida Statutes. CD or DVDs included in a submittal must also comply with this requirement and the firm must separate any CD or DVDs claimed to be confidential.

Any claim of confidentiality on materials that the Proposer asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Proposer upon submission, upon opening.

The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may see, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or

is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida Law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgements, attorneys' fees or cost incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.

Question and Answers for Bid #23C-5L - Acrylic Coating for Sports Surfaces

Overall Bid Questions

There are no questions associated with this bid.