

## School District of Palm Beach County FL



### Solicitation No. 10C-54B

**T/C Playground Equip, Surfacing & Shade Structures & Fitness Trails**

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**RESPONSES ARE DUE PRIOR TO:**

**Apr 7, 2010 2:00:00 PM EDT**

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**RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:**

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

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## Bid 10C-54B T/C Playground Equip, Surfacing & Shade Structures & Fitness Trails

Bid Number	10C-54B
Bid Title	T/C Playground Equip, Surfacing & Shade Structures & Fitness Trails
Bid Start Date	Mar 17, 2010 11:41:35 AM EDT
Bid End Date	Apr 7, 2010 2:00:00 PM EDT
Question & Answer End Date	Mar 29, 2010 5:00:00 PM EDT
Bid Contact	Karen Adducci Purchasing Agent 561-434-8308 Karen.Adducci@palmbeach.k12.fl.us
Contract Duration	5 years
Contract Renewal	Not Applicable
Prices Good for	See Term of Contract
Standard Disclaimer	All responses must be submitted electronically on <a href="http://www.Bidsync.com">www.Bidsync.com</a> by registering with Bidsync
Bid Comments	*THIS IS A NO FEE INVITATION TO BID*

### Item Response Form

Item	10C-54B-1-01 - . : .
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	School District of Palm Beach County FL <u>No Location Specified</u>
	Qty 1
Description	.

**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:**

**Area Code/Telephone Number:**

**Toll-Free Telephone Number:**

**Fax Number:**

**Vendor E-Mail Address:**

**Vendor Web Address:**

**FEID No. of SS #:**

**Terms:**

**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 whatever. 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.**

**Name of Company Representative Submitting Bid**

**Title of Company Representative Submitting Bid**

**Date**

## **10C-54B - SPECIAL CONDITIONS**

A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure firm discounts and establish a **Term Contract to Furnish & Install Playground Equipment, Surfacing & Shade Structures, Outdoor Fitness Equipment and Fitness Trails** as specified herein. This bid does not include any other commodities and those items cannot be purchased under this bid. Examples of items that may be in a catalog but may not be sold as part of this bid include but are not limited to picnic tables, benches, field lighting, bike racks, trash receptacles, grills, basketball goals, etc. These commodities are covered under other bids.

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.

Successful bidders for the purchase of equipment are responsible for supplying all labor, materials, and equipment required for the off-loading and placement of items as directed, at all delivery locations, without assistance of School District personnel. A minimum of 48 hours advance notification of delivery is required from all freight carriers to the District's designated staff (Facility Coordinator).

All freight charges are to be prepaid by successful bidders and added to the invoice. The School District will only pay actual freight charges. An estimation of freight charges for each playground equipment order is required as part of the Playground Proposal form.

It is further agreed by all vendors signing this bid proposal that title to all items ordered, remain with the vendor until received and accepted by the School District. Vendor is required to file all claims for damages/shortages etc.

C. **AWARD:** In order to meet the needs of the school system and in the best interest of the School District, awards shall be made to all bidders who submit catalogs, offer a firm percentage discount, agree to provide quotes on an as requested basis (Section II), and otherwise comply with bid specifications.

If bidding to supply equipment, you must also either successfully bid on the installation of equipment and surfacing, site preparation and to supply ADA surfacing (meeting guidelines) or list your certified installer, who must submit a bid and be awarded a contract to supply/install all of these items. Bids not meeting this requirement will be rejected.

D. **TERM OF CONTRACT:** The term of this contract shall be from May 3, 2010 through May 2, 2015. If needed, the contract will be extended ninety (90) days beyond the contract expiration date. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All discounts shall be firm for the term of this contract.

E. **FIXED PERCENTAGE DISCOUNT:**

**Equipment:** Bidder shall indicate in spaces provided on Bid Summary Document their firm fixed percentage discount to be deducted from the catalog list prices.

Installation: Bidder shall indicate in space provided on Bid Summary Document their firm fixed percentage of cost (after discount) for installation of equipment and/or play structures to be installed.

- F. **SALES PROMOTION / PRICE REDUCTION:** It is understood that sales promotions occur during the course of this contract that will lower prices of products for the period of the sales promotion. The District shall receive the full benefit of such reductions if lower than the discount established by this bid. The Purchasing Department must be notified of these promotions in writing, specifying the beginning and ending dates of the sales promotion.

Successful bidder(s) may always offer the District an additional education discount at any time and invoice the District at a lower cost. Price reductions announced by the vendor shall take effect immediately and be applied to unshipped and subsequent orders.

- G. **CATALOG:** A current hardcopy (paper) catalog with prices or a price list (if no catalog is available) must be **mailed or delivered** to Karen Adducci, Purchasing Agent, School District of Palm Beach County, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406-5813 prior to bid opening date or within 48 hours of request. Upon award, hardcopy (paper) catalogs may be requested by schools and departments and shall be delivered at no cost to the District. **Do Not upload catalogs with your bid response.**

- H. **CATALOG UPDATES:** The discounts, terms and conditions of this bid are to remain firm throughout the contract period and any renewal periods. During the contract period, the vendor may issue replacement catalogs and replacements are to be forwarded to the Palm Beach County School District Purchasing Department, 3300 Forest Hill Boulevard A-323, West Palm Beach, FL 33406-5813, Attention: Karen Adducci, Purchasing Agent. The replacements are to be received no less than 21 days prior to the effective date of same, along with a written request for acceptance and stating the effective date of such changes. Prices may not be adjusted except when a new catalog with prices has been issued and accepted by the Purchasing Agent. Vendor must deliver copies of the replacement catalogs with new manufacturer prices to all Palm Beach County schools upon request from school or department at no cost to the District.

- I. **BALANCE OF LINE:** The "balance of line" shall include new products, new product lines, additional services and upgraded catalogs. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendors as they occur. If bidder is an authorized representative for a manufacturer that changes during the contract period, written notice must be presented to the Purchasing Agent with a request to provide a different manufacturer line for the duration of the contract.

- J. **NEW / UPGRADED PRODUCTS:** During the contract period, if new and/or upgraded products are made available by the product manufacturer, the successful bidder of such items shall submit a written request for acceptance of such items, along with a price list which will be discounted in accordance with the fixed discount vendor offered in bid submittal for that product type.

- K. **REFERENCES:** List five (5) different projects where the equipment, shade structure or fitness trails you are bidding on has been installed for at least one year but not longer than 5 years, either in Palm Beach County, Broward or Martin County, that representatives from the School District may visit to inspect for quality of equipment and installation. These can either be a school (**other than those in our District**) or public park. Bidder should notify the contact person for each location that we will be contacting them to schedule a site inspection and/or to request a verbal reference regarding the quality of the equipment and overall satisfaction with your performance on the project.

If a bidder fails to provide all information or if the site inspection or the reference is not satisfactory, the bidder may be considered non-responsive and the bid may be rejected.

- L. **LOCAL BUSINESS TAX RECEIPT ( formally Occupational License) / CERTIFICATE OF COMPETENCY:** By submitting a bid, each bidder certifies that they possess a current certificate of competency issued by the State of Florida or the Palm Beach Construction Industry Licensing Board or a Local Business Tax Receipt issued in Palm Beach County. A photocopy of the license or certificate should be uploaded to BidSync with your bid response or within 24 hours of request by the purchasing agent.
- M. **CERTIFICATION FOR INSTALLERS:** All bidders submitting bids on installation must supply both **NPSI certification and written factory certification** that they are certified/authorized to install equipment as required by the manufacturer. Failure to supply this documentation with the bid proposal or within three days after request may result in bid rejection. **Upload documents to BidSync with your bid.** Additionally, each foreman on site supervising installation must have NPSI certification or at least one member of the crew on site must have NPSI certification.
- N. **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 Instructions to Bidders document of this bid.

All subcontractors and sub-subcontractors shall have a required occupational license appropriate for the location of the work and a Certificate of Competency (as per Special Condition FF) for those trades which require such certificates.

Nothing contained in the contract documents shall create any contractual relationship between the District and subcontractor or sub-subcontractor.

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 minority and women 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.

- O. **LIAISON:** Successful installer shall liaison with designated School District capital project coordinator to schedule installation and to arrange for an inspection of finished project.
- P. **HOURS OF OPERATION:** The installer is advised that the normal installation of these units shall occur when school is in session. It shall be the installer's responsibility to perform necessary measures, which may include erection of barricades and signs to isolate their work site and minimize the possibility of injury to staff and students. Additionally, it shall be the responsibility of the contractor to secure the area to protect their equipment and tools as well as to protect surfacing or foundation after it is poured and the playground components until the final inspection and acceptance by the District. There shall be no cost to the District for these safety and security measures.
- Q. **SALES REPRESENTATIVE:** Bidder shall indicate on the "Sales Representative" document, the name, phone number, email address, cell phone number and fax number of the vendor's authorized representative who will attend site inspections and provide proposals for each project and coordinate each job through the final inspection. If this changes during the contract, it is the awarded vendor's responsibility to immediately notify the District's purchasing agent with the updated information. Failure to do so may result in the vendor not receiving notice for site inspections and subsequent removed from the pool of pre-qualified vendors
- R. **SITE INSPECTION:** When a potential project is defined, a site inspection (to determine potential location or to view conditions) will be requested.

Following the site inspection, quotations shall be submitted as directed and by the deadline specified. This quotation shall be based on the individual scope of work, bid special conditions, bid specifications and all applicable regulations and codes.

Due to budgetary restraints and ultimate practicality of some projects, the District by requesting a site visit or proposal does not by implication commit itself to commencement or completion of any project.

- S. **RETAINING PRE-QUALIFIED STATUS:** Awarded vendors should respond to "Request for Quotes" in order to be kept active in the awarded pool of pre-qualified vendors. Failure to respond to four (4) different "Request for Quotes" may result in vendor being removed from the awarded pool of pre-qualified vendors.
- T. **EMERGENCY PURCHASES:** In cases of emergency, as deemed by District representative, awarded vendors shall respond by providing a quote within 24 hours. The Vendors proposal shall be all inclusive based on the scope of work provided by the Districts representative. All changes in scope must be authorized by the Districts representative. All Material delivery and installation, if required, shall occur within 48 hours of receipt of purchase order. Awarded vendor(s) shall provide emergency services after hours, weekends, and holidays.
- U. **WARRANTY:** Supplier/installer shall guarantee entire installed system to be free of defects in workmanship and materials for no less than one year from date installation is accepted. Supplier and/or installer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty period and shall in addition transfer any manufacturer's guarantee for supplier/installer furnished equipment extending beyond this contract period to the owner. Supplier shall provide the manufacturer's warranty in writing and certified to the Project Coordinator upon final inspection.

- V. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.
- W. **MINIMUM ORDER:** If bidder(s) wishes to set a minimum order amount, they must so indicate in space provided on Bid Summary Document.
- X. **BID QUESTIONS:** All questions related to this bid must be submitted through BidSync and must be received no later than March 29, 2010, at 5:00PM.
- Y. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with **BidSync** and at the Fulton Holland Educational Services Center Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, on April 22, 2010, 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.

- Z. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance.

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's Purchasing Department, ATTN: Karen L. Adducci, Purchasing Agent, 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.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, 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 this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT 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.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT 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 \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will 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 "Any Auto" coverage as of the date of acquisition.

- AA. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be submitted on BidSync at [www.BidSync.com](http://www.BidSync.com). Karen Adducci, Purchasing Agent, is authorized only to direct prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Mrs. Adducci nor any employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by an electronic addendum.
- BB. **EARLY PAYMENT TERMS:** Offers of discounted payment terms are encouraged and may be offered on the Early Payment Terms Document in this bid.
- CC. **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 Attachment.

**Payment will not be processed until the following occurs:**

1. The complete and satisfactory receipt of all items ordered and final inspection of complete project. 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

**Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, with a copy sent to the District official who requested material and/or services. Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.**

**The School Board will 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.**

- DD. **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 will not be honored.
- EE. **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 will not be honored.
- FF. **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.

GG. **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

## **10C-54B - SPECIFICATIONS**

### General Data:

The School District of Palm Beach County currently has 106 elementary schools, 33 middle schools & 23 high schools.

The majority of the elementary schools have a minimum of two playgrounds. There are also playgrounds at several high schools and an outdoor fitness area at a middle school.

This bid is specifically for the purchase and installation of playground equipment, playground surfacing, outdoor fitness equipment, shade structures over playgrounds, play areas, etc. and fitness trails which includes surfacing and fitness stations.

No bids will be accepted for other products.

If bidder's catalogs contain other products it is understood that they will not be sold as part of this bid. (See Special Condition A, Scope)

Contract awarded bidders will be given opportunities to submit proposals for playgrounds for both existing school sites and new schools.

All products must be new, unused, of the latest design and technology and from the most current product lines.

### Playground and Outdoor Fitness Equipment:

- The awarded bidders shall be responsible for ensuring any and all playground equipment and surfacing for Palm Beach County Schools meet the safety requirements as stated in this bid document including any updates by the District, ASTM or ADA laws.
- Proposed playground packages must be approved and signed off by the District's certified playground inspector (CPI) prior to an order be placed.
- Regardless of how a school playground is funded (including but not limited to, PTA/PTO, joint city ventures, etc.) all requirements must be met.
- Any playground equipment installed on Palm Beach County Schools' campus not complying with safety regulations and all requirements in this bid shall be removed by supplier at supplier's expense and any funds expended by the school must be refunded or equipment replaced at the sole discretion of the District regardless of prior approval.

Playground and outdoor fitness equipment shall meet the following general design requirements:

- Equipment for Pre-K shall not exceed four feet in height
- Equipment for intermediate students shall not exceed eight feet in height unless designed for uses other than climbing; such as swing sets
- Equipment for primary students shall not exceed six feet
- Outdoor fitness equipment shall be age appropriate
- Equipment shall be free of points, sharp edges and protrusions that may cut or puncture.
- Equipment shall be free of protrusions and other elements that may snag clothing or body parts
- Equipment shall be free of angles or openings that may entrap body parts
- Equipment shall be free of pinch or crush points
- Equipment shall be free of splinters and not be subject to future splintering
- Equipment shall have slip resistant walking and climbing surfaces
- Equipment shall have components that drain freely and do not collect water
- Equipment shall have steps and handholds of proper size, spacing and incline where necessary to assist climbing

- Closed risers shall be placed at all steps
- Equipment shall have all moving parts constructed of materials that minimize the potential for impact injuries
- Equipment shall have handrails, raised edges and other barriers where necessary to minimize the potential for falls
- Equipment shall have vandal-proof connectors that cannot be loosened or unfastened without special tools
- Equipment shall permit easy access by adults for maintenance and emergencies
- Equipment shall provide more than one means of access and exit
- Equipment shall be designed to support the maximum possible load able to be imposed on the apparatus
- Equipment shall be designed to be permanently anchored in place
- Equipment shall be constructed of non-rusting and nontoxic materials and paints
- Equipment shall be constructed of materials that will remain durable in an outdoor environment
- All main (in-ground) support posts shall be powder coated aluminum
- Equipment shall not be constructed of wood or contain wooden components
- There shall be no tether balls or benches placed inside either the playground area or outdoor fitness equipment area

All playgrounds shall have a 6" wide concrete curb for artificial turf and 4" wide concrete curb for poured in place surfacing, flush with the surfacing to protect the surfacing. Installer shall provide and install 6" wide X 12" deep new concrete curb at playground perimeter, saw cut every 10 feet.

All kindergarten and ESE (ADA) playgrounds will be surrounded with a 6' high, 9 gauge black vinyl double knuckle chain link fence, or one that matches existing chain link 6' high fences. Where fence also encloses exit doors from classrooms, panic hardware devices shall be included on required exit gates.

All fencing associated with playground installations shall comply with District Master Specifications (DMS) and all applicable building codes or Florida building codes & existing requirements.

Equipment and surfacing shall comply with ASTM F-1487-05, AST F-1292 (or most current) and ADA/ABA Accessibility Guidelines as a minimum standard unless District standards exceed those guidelines.

All state, federal and local safety rules and regulations must be met.

Installer will post age appropriate signage at all fitness trails and playgrounds when requested.

If in the professional judgment of the District's Risk Management staff, a risk issue is raised regarding any equipment or surfacing, the final decision will be made by the District's Risk Management Certified Playground Inspector (CPI).

A "Certificate of Completion" will be requested from the Building Department for permitted work.

No new playground package will be issued a final approval letter until the "Certificate of Completion" mentioned above is received by Risk Management.

There will be no walls, grates, drains, valves, or any other possible obstructions within a 12' perimeter of any playground unless protected by a 6' high (black vinyl) 9 Ga. fence, or one that matches existing chain link 6' high fences

#### Surfacing:

Surfacing shall meet current ASTM standards for impact attenuation and maneuverability. Surfacing for all playgrounds shall either be poured-in place (no loose fill type surfacing allowed) or artificial turf, or comply with the most current District standards. Artificial turf shall comply with the current and any updated District Master Specifications. All turf seams will be secured with Velcro and adhesive, and all areas where there is contact with pole supports and the surfacing beneath will be completely secure. When installing artificial turf, there shall be no space around the poles and the turf will be secured firmly so that it cannot be lifted in any manner.

A sampling of the surface material that is installed may be tested to be certain its quality and consistency matches that which is ordered.

In order to verify that the proper amount of binder is being used; a random sample will be collected by District staff and tested at an independent lab. If it fails, the vendor agrees to provide a seal coating in 2 years or increase the length of the warranty and will reimburse the District for the testing.

If a vendor's sample fails more than twice, the District may cancel the contract without penalty. This will not relieve the vendor from warranty obligations.

All playground and fitness trail surfacing material being bid must be approved by the District's Risk Management staff.

Product specifications, MSDS and samples if requested, must be provided with this bid, or within three days of request.

\*\*\* Upload to BidSync with your bid response. If you need assistance uploading documents, contact BidSync for assistance @ 800-990-9339 ext 1. Allow sufficient time to complete all uploads.

#### Freight

When preparing the Playground Proposal form, suppliers will provide an estimated freight charge for equipment and surfacing.

Supplier must prepay freight and add to invoice.

#### Installation:

If any company other than the awarded supplier for playground equipment will be performing the installation, the supplier must state the certified installer's name and insurance must be provided from that installer in accordance with bid requirements.

If bidding equipment only and listing multiple installers (who are also awarded contracts), it will be the responsibility of the vendor providing the equipment to determine which certified installer will do each job.

The installer shall comply with the following:

- Each day an employee of the installer shall report to the school's main office, register in the appropriate sign-in book, list the number of employees on the school site and sign out at the end of the day.
- Provide an English-speaking supervisor or representative on site at all times who shall be thoroughly knowledgeable of all plans, specifications and other contract documents and has the authority to act in the installer's behalf.

- All of the installer's employees and subcontractors shall wear School District badges and fully comply with the Jessica Lunsford Act. Refer to Instructions to Bidders document, item 11.
- Comply with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus.
- All of the installer's employees shall be clean and appropriately dressed at all times while on school campus. Shirts shall be worn at all times.
- The provision or use of existing sanitary facilities will be discussed and determined at each site inspection.
- Furnish, at own expense, all supervision, equipment, machines, tools, materials, labor, transportation, and anything necessary to perform site preparation, installation of equipment and surfacing.
- The School District will provide water and electricity from the point of closest hook-up only (no hoses or electrical cables will be provided).
- No work shall be performed on school campuses during FCAT testing
- Contractors will consider the means of egress from any playground structure and be certain that no component presents an obstruction.
- Provide & install 4" thick concrete sidewalk
- All concrete to be 3,000 PSI with fibermesh with saw cuts every 5 feet
- Provide & install clean fill compacted to 2,500 PSF (compaction test to be provided by vendor) as required to ensure positive drainage away from playground
- Protect all school buildings, structures, and utilities that are underground, above ground, or on the surface from their operations which may be hazardous and/or damaging to school facilities.
- Private locates shall be the responsibility of the installing contractor in order to verify all interfering private or public owned utility locates. This is a requirement and the cost shall be stated on the District Playground Proposal form when service is required.
- Repair or replace, according to local codes and School District's satisfaction, all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, fences, grassed areas, etc., broken or damaged as a result of the installer's operations.
- Protect all personnel (school staff and installer's employees), and students or others on school campuses against hazards and/or injuries that might result from installer's work since generally the site preparation and installation of equipment and surfacing will occur while school is in session. This shall include, but not be limited to, the erection of barricades and signs to isolate the work site and minimize the risk of injury to anyone on the school campus.
- Safeguard all tools, materials, and equipment at all times, including after work hours. This includes providing security for the site while surfacing is curing, drying, etc. There shall be no cost to the District for this security.
- Not prohibit access to, or fire exiting from, school campus at any time.
- Verify and be responsible for the accuracy of all field measurements.
- Ensure that all work is installed straight, level, plumb and in a professional manner.
- Unpack, uncrate and install equipment and surfacing at the school site in accordance with bid specifications and District policies and procedures.
- Erect and maintain a barrier around the entire playground until it has passed inspection by the District's CPI and been released for use.
- Have frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations. Remove all rubbish, scrap, etc., from the school site. No rubbish shall be used as fill on the school site.

- Leave the work site in a neat and orderly manner at the end of each work day.
- At completion of the installation, the site shall be in a ready to use condition, free of any debris.
- Restore the site to its original condition, which may include resodding the area affected by their work with sod of the same variety and quality as the surrounding sod.
- Where no sod exists prior to installation, the installer shall restore grade to a level consistent with the surrounding grade, and provide and install sod at the quoted rate, if requested by the District.
- Provide & install Bahia sod as needed on order to restore and tie into surrounding grassed areas
- All finish grading and final cleanup shall be the responsibility of the vendor
- The School District will be responsible for sprinkler relocation when necessary
- If tree trimming or removal is required, vendor will provide a quote.
- Provide a maintenance manual and repair kit for all installed playground structures/equipment. This shall be delivered to Facilities Services, 3300 Summit Blvd, West Palm Beach, FL., clearly labeled as to the school site it is for. There shall be no cost to the District for this.

#### Maintenance:

If the manufacturer requires maintenance in order for the warranty to be effective, bidder shall provide the specific requirements and the cost to meet these requirements in order to keep warranty in effect.

\*\*\*Upload the information to BidSync with bid response and include cost for vendor to perform this maintenance.

Additionally, bidders may be requested to provide a cost for cleaning, re-coating or rollcoating of playground surfaces after the warranty expires, or for existing playgrounds which may require minor repairs or maintenance.

All top coating of surfacing shall have a minimum of one year warranty.

This in no way relieves the vendor from repairing and/or replacing surfacing defects under warranty

\*\*Maintenance plans and cost may be uploaded and submitted with your bid.

#### Repairs:

When surfacing repairs are needed that encompass the entire area (small patches are excluded), the District's project coordinator will contact Risk Management for a pre-test to determine the current condition. If the surface is replaced in its entirety the new surface will be tested to ensure it conforms to ASTM F-1292 requirements. Upon completion of the repair, a final inspection shall be made by the District's Risk Management Certified Playground Inspector (CPI).

Equipment repairs, revisions or replacements by the vendor shall require prior approval from Risk Management.

#### Warranty:

Bidders should include the following warranty compliance documents with their bid (upload and submit electronically through BidSync) or provide to the purchasing agent within 3 days of request:

- Applicable warranty and/or guarantees of equipment, surfacing and installations including any conditions and response time for repair and/or replacement of any components during the warranty period

- Availability of replacement parts
- Life expectancy of equipment and surfacing under normal use

At a minimum, the following warranties shall apply:

- A minimum of 5 years warranty shall be in effect for all equipment, installations, surfacing, concrete curbing and sidewalks.
- Synthetic surfaces shall carry a minimum of 7 years warranty.
- Damage due to vandalism is exempt from warranty.
- Recapping poured in place surfacing shall be warranted for a minimum of 3 years.
- Sealer over poured in place surfacing shall be warranted for a minimum of 1 year.

### Playground Shade Structures

See attached District Master Specs

New playgrounds with retractable or free-standing shade structures must be approved by the Building Department permitting and inspection will be required

Signed/sealed engineered drawings are required showing the structural supports/foundations meet 150 mph wind loads

Engineered drawings must be prepared by a State of Florida Registered engineer

The fee for providing engineered drawings, signed and sealed by a State of Florida registered engineer shall be stated on the Bid Summary document and listed on each Playground & Outdoor Fitness Equipment Proposal form

Shade structures shall be certified by a US Testing Laboratory, comply with Florida Building Code, meet wind load and meet District Master Specs

This bid does not include covered walkways or window awnings

### Outdoor Fitness Equipment

Outdoor Fitness Equipment shall comply with Playground Equipment and surfacing requirements as stated above.

### Fitness Trails

Fitness trail systems shall include introductory signs, station signs, exercise stations, heartbeat check guides and all components in compliance with ASTM, CPSC or ADA laws.

Signs shall not be made of wood or contain wood components.

The awarded bidders shall be responsible for ensuring any and all fitness trail surfacing, fall zones, fall protection, pathways and equipment for Palm Beach County Schools meet the safety requirements as stated in this bid document including any updates by the District, ASTM, CPSC or ADA laws.

Proposed Fitness Trail packages must be approved and signed off by the District's certified playground inspector (CPI) prior to an order being placed.

Regardless of how Fitness Trail is funded (including but not limited to, PTA/PTO, joint city ventures, etc.) all requirements stated in this bid must be met so long as the fitness trail is on School District property.

Fitness trail stations shall meet the same requirements as playground equipment and outdoor fitness equipment.

Any Fitness Trail equipment or surfacing installed on Palm Beach County School District property not complying with safety regulations shall be removed by supplier at supplier's expense and any funds expended by the District must be refunded or equipment replaced at the sole discretion of the District.

Fitness trails may have different types of ADA surfacing if approved by the District's certified playground inspector (CPI).

Bidders should submit surfacing spec sheets, test data, etc. with bid (upload to BidSync) or within 24 hours of request by the purchasing agent, for review and approval of any surfacing bid for fitness trails.

The District reserves the right to utilize other bids for the purchase and installation of the fitness trail track if it is deemed to be in the best interest of the District.

### Proposals:

The School District will provide all successful bidders with a form which must be used when submitting proposals to provide & install playgrounds and outdoor fitness equipment in this bid solicitation.

All successful bidders will make copies of this form as needed at no cost to the District.

This is an official District form and the format may not be altered in any way.

Use of this form is mandatory.

When proposals are presented, the package shall consist of five (5) sets of the following:

- 1) Playground Proposal form
- 2) A list of components and the price for each as listed in their catalog/price list
- 3) 3-Dimensional drawing
- 4) 2-Dimensional drawing
- 5) Site Plan (to be provided by the vendor at no additional charge) clearly indicating the location of the playground(s) or fitness trails, the ADA compliant access route and the geographical orientation

Drawings must list the number and name of the playground components meeting ADA requirements for lower and upper level components

The drawings must state the grade level

The drawing must show the fall/use zone measurements, height of equipment, and ADA access route

The drawings must show the geographical orientation

All 2D drawings will be presented in packages on 11" X 17" paper with NO font being less than 1/8"

An identifying symbol shall be added to 2 D drawings to indicate that a curb will surround the playgrounds (4" for poured in place and 6" for artificial turf)

Vendors shall submit a proposed curb detail for approval for monolithic slab conditions where poured in place surfacing is used.

A mandatory 6" wide X 12" deep concrete perimeter curb will be used for all synthetic turf applications

Proposals for shade structures and fitness trails shall be made on the vendor's letterhead stationery and should not contain any other terms and conditions. It is understood that only the terms & conditions stated in this bid shall apply to any purchases for these products.

### Process:

For adding or replacing of playgrounds or fitness trails at existing school sites, the following procedures will be followed:

- The District's Capital Project Coordinator (hereafter referred to as CPC) will contact all of the contract awarded vendors and schedule a mandatory site inspection at the proposed facility. Notices will be sent to the email address provided herein on the Sales Representative document. It is the responsibility of the awarded vendors to notify the purchasing agent if this information needs to be changed during the contract period.
- Site specific questions will be addressed at the mandatory site inspection.
- Each vendor will prepare a proposal and may be given an opportunity to make a presentation to the appropriate District staff.

- The District's representative will make the selection from the proposals submitted.
- The selected vendor will prepare five (5) packages and deliver them to the District's CPC.
- The CPC will process a requisition for the purchase and deliver the packages to the Risk Management department for review and signed approval by the District's CPI.
- Within seven (7) days, the CPI shall approve or request additional information or changes.
- If the equipment changes or anything requested affects the cost of the project, the vendor will submit five (5) revised Playground Proposal forms and five (5) sets of any other documents or drawings that have been revised.
- Upon approval and sign-off by the CPI, the packages will be sent to the purchasing agent and a purchase order will be dispatched electronically. The approved package will be mailed to the vendor.
- Upon receipt of the purchase order, the installing vendor will coordinate the delivery, installation and inspection of the playground(s) with the District's CPC.
- After the CPC's inspection, the District's CPI will perform the inspection of the equipment and surfacing for safety and ADA compliance. If there are other issues such as quality of the equipment, the purchasing agent will be contacted and will work with the vendor to resolve all issues to the satisfaction of the District in a timely manner.
- It is recommended that the vendor and the CPC attend the District's CPI's inspection in order to quickly resolve any issues.
- Payment will be made for both materials and installation only after successful inspection by the District's CPI. No deposits or partial payments will be made.

If the District makes any changes to the above procedures at any time during the contract, all awarded vendors will be notified in writing by the Purchasing Agent and shall fully comply with any revisions.

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SECTION 32 18 16.13  
ARTIFICIAL TURF PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Requirements for installation of a protective surfacing system at play areas equipped with play equipment. The protective surfacing system shall include:
1. Synthetic turf top surface.
  2. Synthetic granular material or granular rubber material in a layer below the synthetic turf.
  3. Properly placed rock layer below the synthetic granular material.
  4. Properly prepared soil sub-grade under the rock layer.
  5. Concrete containment curb around the system.
  6. Synthetic nailing strip around the interior of the curbing.
  7. Provisions for removal of storm water from the system and transmission of same to the on-site storm water management system.

1.2 REGULATORY REQUIREMENTS

- A. The protective surfacing system shall provide:
1. Fall protection as required by Federal and State Statutes, Standards, Regulations, and reference materials noted herein.
  2. Accessibility as required by Federal and State Statutes, Standards, and Regulations.
  3. Integral suppression of harmful biological growth including bacterium, molds, fungi, viruses and any other pathogenic organism.
    - a. Integral shall mean that substances are directly incorporated into the manufacture of the various system components for the purpose identified herein, as opposed to substances applied to the finished system after construction.
    - b. Integral shall alternately mean that the substance naturally resists harmful biological growth in its native, as-manufactured state.

1.3 REFERENCE DOCUMENTS

- A. Guide to ADA Accessibility: Guidelines for Play Areas (May 2001)
- B. Florida Building Code 2007: Chapter 4, Section 423, State Requirements for Educational Facilities.
- C. Florida Building Code 2007: Chapter 11, Florida Accessibility Code for Building Construction.
- D. ASTM F 1487-93: Safety Performance Specification for Playground Equipment for Public Use.
- E. ASTM F 1292-95: Impact Attenuation of Surface Systems Under and Around Playground Equipment.
- F. District Master Specifications: Section 03 30 00, Cast-in-Place Concrete and Section 33 40 00, Storm Drainage Utilities.

1.4 SUBMITTALS

- A. Prior to installation, the Contractor shall furnish to the District the manufacturers' literature and data for all materials installed under this section for approval by the District prior to purchasing or installation.
1. Standard submittals shall include but not be limited to:

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- a. A list of playground equipment components with catalog prices.
  - b. 3-dimensional playground layout drawing.
  - c. 2-dimensional playground layout drawing.
2. This submittal shall also include a scaled site plan that shows the limits of the protective surface system installation, the placement of play equipment within the protective surface limits, and a 12 foot wide clear area around the limits of the protective surface system.
    - a. The 12 foot clear limits must be verified through site inspection and use of original Facility as-built or construction documents.

#### 1.5 RELATED DOCUMENTS

- A. General provisions of the purchase Contract as provided by others in the District.

#### 1.6 WARRANTY

- A. The system components and installation shall have a minimum one-year warranty covering 100% of all manufacturers' or installation defects.
  1. The Contractor providing installation shall immediately repair all defects and separately address any issues with the various component manufacturers. Uninterrupted use of the facilities is critical for proper District operations.
- B. Other individual component warranties, as required of the manufacturer, are listed in Part 2.

#### 1.7 LEED COMPLIANCE

- A. The District has determined that projects shall be constructed to comply with Leadership in Energy and Environmental Design (LEED) requirements as promulgated in the document titled: LEED Reference Guide for Green Building Design and Construction, For the Design, Construction and Major Renovations of Commercial and Institutional Buildings, Including Core & Shell and K-12 School Projects, 2009 Edition.
- B. The District goal is LEED Silver Certification for all major projects. Certification is not required for small projects consisting only of playground construction.
- C. Potential LEED compliance areas shall be investigated as listed below for construction in accordance with this specification.
  1. MR Credit 4 – Recycled Content
  2. MR Credit 5 – Regional Materials

### PART 2 PRODUCTS

#### 2.1 SYNTHETIC TURF

- A. The synthetic turf shall be Endura Ultra RSIFLTK2-PB or equal. The required properties are:
  1. Pile weight – 43 oz. / sq. yd.
  2. Face yarn type – Polyethylene monofilament with textured nylon mono thatch layer.
  3. Yarn count – Primary, 5000/4; Secondary, 4200/8.
  4. Pile height (tufted) – 1-3/4 inch (pre-finished).
  5. Color – Verde.
  6. Construction – Broadloom tufted, dual yarn, same row.
  7. Tufting gauge – 3/8 inch.
  8. Primary backing – 6.0 oz. / sq. yd. polypropylene, polyester, and fiber backing.
  9. Secondary backing – 50 oz. / sq. yd. urethane.

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10. Tertiary backing – 3.5 oz. / sq. yd. geotextile fleece.
  11. Total product weight – 103 oz. / sq. yd. plus/minus 2 oz. / sq. yd.
  12. Finished roll width – 15 feet.
  13. Finished roll length – up to 240 feet.
  14. Anti-microbial yard – 50% by weight.
- B. The turf shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12 feet in accordance with ASTM F 1292-4.
- C. The turf shall be rated by an independent testing from a nationally certified testing agency as complying with accessibility in accordance with ASTM F 1951.

## 2.2 SYNTHETIC GRANULAR MATERIAL / RUBBER GRANULAR MATERIAL

- A. The synthetic granular material or rubber granular material shall be GTR SOFT-COVER or a similar product manufactured specifically for playground applications.
1. The granular product shall be completely steel-free and sized between 3/8 and 1/8 inch in size.
    - a. The granular product may be produced from used automobile tires.
  2. A six inch thick layer of the granular product shall be rated by independent testing from a nationally certified testing agency as complying with a minimum drop height of 12 feet in accordance with ASTM F 1292-4.

## 2.3 ROCK LAYER

- A. The rock layer shall be prepared using FDOT number 57 or number 4 stone.
1. Minimum layer thickness shall be four inches.

## 2.4 COMPACTED SUBGRADE

- A. The compacted subgrade density shall be at least 95% of T-99.
1. The minimum layer thickness shall be six inches.

## 2.5 CONCRETE CURBING

- A. The concrete curbing shall be manufactured using a design mix that will produce a minimum 28-day compressive strength of 3,000 psi.

## 2.6 SYNTHETIC NAILING STRIP

- A. The synthetic nailing strip shall be manufactured from recycled plastic containers.
1. Use Poly-tuf HDPE Dimensional Plastic Lumber or equivalent product.
    - a. Size shall be equal to dimensional 2x4 lumber.
  2. Allow spacing between sections of plastic lumber to account for the relatively large coefficient of thermal expansion.

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## 2.7 FASTENERS

- A. All fasteners shall be manufactured using stainless steel or another material with similar corrosion and natural bacteriological resistance.
  - 1. Fasteners shall include nails, staples, bolts, screws, nuts, washers and other similar manufactured objects.
    - a. Tapcon self tapping stainless steel concrete anchors, or equivalent.
    - b. Rapid or Arrow 304 stainless steel staples for fastening synthetic turf to nailer strip.

## PART 3 EXECUTION

### 3.1 GENERAL

- A. Provide a fall protection assembly as generally shown in Exhibit 1, which appears at the end of this section.

### 3.2 SEAMS

- A. All turf material seams which are field fabricated between individual rolls of turf material shall be made using Velcro and glue or a similar process that produces a full strength seam between rolls.
- B. All turf material seams around equipment supports shall be completely sealed to the support and have no open spaces or other defects that form an attractive nuisance for students to pull that seam apart beginning at the defect.
  - 1. All seams at equipment supports shall be uniform in appearance.

### 3.3 FASTENING

- A. Fasten synthetic wood nailing strip to concrete curbing using stainless steel self-tapping fasteners.
  - 1. Use fastener spacing as needed to meet anticipated working loads imparted from the synthetic turf. Confirm working loads with turf manufacturer or provide fastener spacing such that the turf will tear before the fasteners will pull from the concrete.
- B. Fasten synthetic turf to the synthetic wood nailing strip using stainless steel staples.
  - 1. Staple spacing shall be supplied by the turf manufacturer or calculated to exceed the turf strength as noted above.
  - 2. The turf edge treatment shall be as specified by the turf manufacturer.
- C. Fasteners shall be attached to concrete 14 or more days after the concrete has been placed.

### 3.4 CONCRETE PLACEMENT

- A. Place concrete in accordance with DMS 03 30 00.
  - 1. Control joints will be placed at five foot intervals, maximum longitudinal spacing and will be saw cut, minimum 6 inch depth. Joints will be made within 24 to 60 hours after concrete placement.
  - 2. Expansion joints shall be placed at one side of all corners and at 50 foot maximum longitudinal spacing.

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### 3.5 PLAY EQUIPMENT FOUNDATIONS

- A. Play equipment foundations shall be prepared and placed in accordance with the play equipment manufacturer's requirements.
  - 1. Where foundations require use of cast-in-place concrete, the concrete and reinforcing steel shall comply with the specifications provided herein.

### 3.6 PERIODIC INSPECTION

- A. Periodic inspection of construction will be provided by the SDPBC at the following points:
  - 1. When form work and reinforcing steel has been placed and assembly is ready to receive concrete.
  - 2. When subgrade has been compacted, play equipment foundations have been placed, and synthetic nailer has been attached to the concrete curbing.
- B. All inspection comments must be resolved and re-inspection may be required.

### 3.7 SITE RESTORATION

- A. The Work area shall be completely restored to the sole satisfaction of the District without additional payment to the Contractor.
  - 1. All construction equipment, materials, supplies, temporary supports and other appurtenant items shall be completely removed from the school site.
  - 2. All grassed areas and landscaping shall be restored to pre-construction conditions unless otherwise specified by the District.

### 3.8 FINAL INSPECTION

- A. A final inspection will be performed by the District's Department of Risk Management. A Certified Playground Inspector (CPI) will observe the completed project.
  - 1. All final inspection comments shall be resolved to the sole satisfaction of the District CPI without additional compensation.
  - 2. The Contractor may, from time to time, request informal inspections by the CPI to verify that the general intent of the project documents is being met. CPI inspections shall not replace the required Building Department inspections.

*(NOTE – EXHIBIT 1 APPEARS ON THE FOLLOWING PAGE)*

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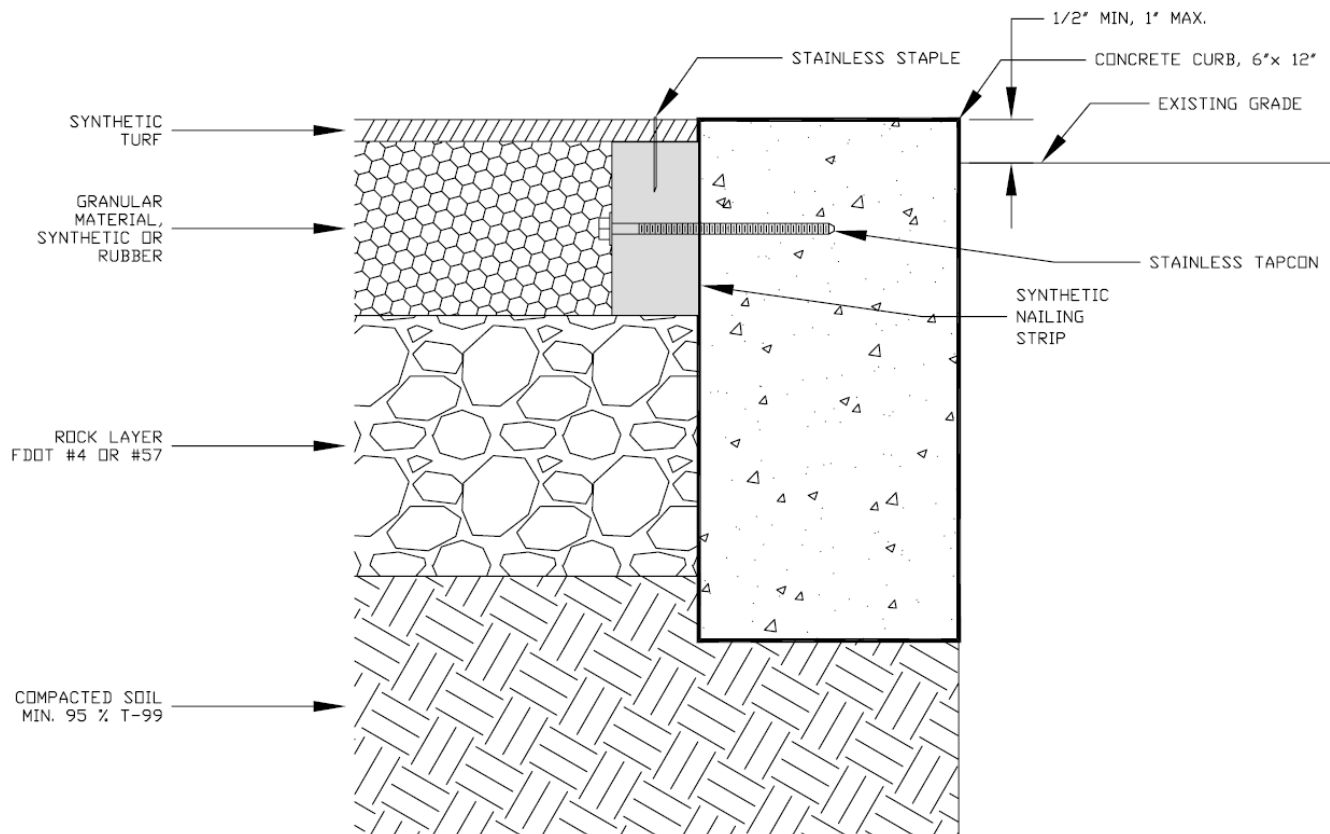


EXHIBIT 1

END OF SECTION

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SECTION 13 31 00  
PLAYGROUND SHADE STRUCTURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division I specification sections, apply to work in this section.

1.2 SUMMARY:

- A. The shade structure contractor shall be responsible for design, engineering, fabrication, and supply of the work specified herein.
- B. The intent of this specification is to have only one manufacturer responsible for all the functions.

1.3 REFERENCES:

- A. ASCE 7 – Minimum Design Loads for Buildings and other Structures
- B. Florida Building Code (FBC)

1.4 SUBMITTALS:

- A. Provide installed reference sites with structures for similar scope and installation engineered to the FBC requirements.
  - 1. Provide minimum of five references in Southeast Florida, preferably five-years or more in age.
  - 2. Include in reference list of structure dimensions with install dates and project locations.
- B. Provide material samples and color available.
- C. Provide signed and sealed engineered drawings and structural calculations prepared by Florida licensed Engineer.
- D. Provide certification the fabric meet NFPA 701 requirements.

1.5 WARRANTY:

- A. The successful bidder shall provide a one-year warranty on all labor and materials.
- B. Provide a supplemental non-prorated 10-year warranty from the manufacturer on fabric including stitching and 20-years on the structural integrity of the steel, from date of substantial completion.
- C. The warranty shall not deprive the Owner of other rights under the provisions of the Contract Documents, are in addition to, and run concurrent with, other warranties made by the Contractor under requirements.

PART 2 PRODUCTS

2.1 GENERAL:

- A. Design and manufacture the shade product to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs.
- B. Ship all shade products knocked-down, with complete assembly instructions, and ready for easy in-field installation

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- C. Engineer the structures to meet or exceed the requirements of the FBC.
- D. Design to the following wind speeds:
  - 1. Frame only 150 M.P.H.
  - 2. Frame w/canopy 90 M.P.H.
- E. Material:
  - 1. All materials shall be structurally sound and appropriate for safe use.
  - 2. Ensure product durability by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc plating, galvanizing, and powder coating on steel parts, subject to the product-specific requirements.
  - 3. Use fabrics with UV-stabilizers and fire retardants for longevity and safety.
- F. Packaging: Wrap all metal posts, rafters, and beams to protect the powder coat finish during shipping.
- G. Weldments: Factory weld all tubing members using Certified Welders meeting American Welding Society (AWS) specifications and to the highest standards of quality workmanship.
  - 1. Finish the weldments with a zinc-rich galvanized coating.
  - 2. Minimize or omit field welding in the assembly of the shade products.
- H. Posts, Structural Frame Tubing, and Hardware:
  - 1. Use cold-formed and milled tubing meeting ASTM A-135 and ASTM A-500 requirements.
  - 2. Test material in accordance with ASTM E-8.
  - 3. Minimum yield is 40,000 psi, minimum tensile strength of 45,000 psi on all posts.
  - 4. Pre-cut all tubing to appropriate lengths, and galvanize all outside surfaces with an exterior corrosion-resistant zinc-rich coating.
  - 5. Where required, schedule-40 support pipes of hot-dip galvanized or powder-coated black steel.
  - 6. All fastening hardware shall be stainless steel.
- I. Powder-coating Process:
  - 1. Completely clean and properly pre-treat all powder-coated parts before coating.
  - 2. Apply powder coating electrostatically and oven-cured at 375 to 425 degrees Fahrenheit.
  - 3. Powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance.
  - 4. Owner shall select color from manufacturer's palette.
- J. Design the footings per the 2007 FBC for the specified structure.
- K. Roofing:
  - 1. Design structural frames use with shade fabric.
  - 2. Attach the fabric to frame using a vinyl covered minimum diameter galvanized and clear vinyl coated cable.
  - 3. Provide zinc-plated copper cable fasteners for maximum corrosion resistance.

## 2.2 FASTENING SYSTEM

- A. Deliver the Shade Fabric complete with independent cables pre-inserted in fabric hems.
- B. Loop and clamp each cable at each end.
- C. Provide a Fastening System with a factory-installed device at each roof rafter corner.
- D. The fastening device should feature a concealed mechanism.
- E. Attach cables to a hook welded to the moving sleeve, thereby distributing tension evenly over rafters and not directly onto the mechanism.
- F. Seal the rafters with no penetrations on the top side, thereby preventing water from entering.
- G. Provide a locking cap at the end of each rafter with a vandal-resistant bolt (special wrench provided by the manufacturer) to prevent unauthorized access to the fastening device mechanism.
- H. Provide a system to adjust the tension on the fabric, which staff controls with the proper tool

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supplied by the vendor.

- I. Provide instructional video DVD on handling the shade structure, exact procedure for removing, and re-attaching canopy using an actual shade structure in the field.

## 2.3 FABRIC

### A. Shade Fabric:

1. Knitted of monofilament and tape construction high-density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant, UV-Block Factor varies by standard color offered from 91% to 99%.
2. Normal Thickness: 0.057 inches
3. Fabric Mass: Min 337 g/m<sup>2</sup>
4. Light Fastness: 7-8 (Blue Wool Scale)
5. Weather Fastness: 4-5 (Grey Scale Test)
6. Tear Resistance: Warp 210N Weft 276N
7. Breaking Force: Warp 786N Weft 1544N
8. Bursting Pressure: Mean 3125kPa
9. Bursting Force: Mean 1775N
10. All hems and seams are double rowlock stitched using exterior grade UV-stabilized polyethylene sewing thread.

### B. Flammability:

1. Treat shade fabric with fire retardants that pass the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol.
2. Furnish written evidence of compliance with this standard, including with accelerated water leaching protocol, with bid proposal.

## PART 3 EXECUTION

### 3.1 INSTALLATION:

- A. Installations of shade structure(s) by an installer who shall comply with the manufacturer's instructions for assembly, installation, and erection, per approved drawings.
- B. The site shall be free of construction debris upon the completion of the project.

END OF SECTION

**10C-54B - BID SUMMARY DOCUMENT**

**VENDOR NAME:**

<b>Section I</b>		
<b>Item 1. Playground Equipment</b>		
List Manufacturer	Fixed Percentage Discount off List Price	Minimum Order Amount (If applicable)
<input type="text"/>	<input type="text"/> %	\$ <input type="text"/>
<input type="text"/>	<input type="text"/> %	\$ <input type="text"/>
<input type="text"/>	<input type="text"/> %	\$ <input type="text"/>
<p><b>NOTE: If additional space is needed, bidder may upload additional manufacturers to be considered on a separate page with your company's name clearly stated.</b>  <b>**If you need assistance uploading documents, contact BidSync for assistance @ 800-990-9339 ext 1. Allow sufficient time to complete all uploads.</b></p>		
<b>Item 2. Installation of Playground Equipment</b>		
Installation of Playground Equipment, to be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)		
Fixed Percentage Discount	<input type="text"/> %	
<p><b>NOTE:</b></p> <ul style="list-style-type: none"> <li>- If bidding to only supply playground equipment, you must list your certified installer below</li> </ul> <p style="text-align: center;"><b>AND</b></p> <ul style="list-style-type: none"> <li>- Your certified installer <u>must</u> complete and submit a bid for installation <b>and</b> be awarded a contract in order for you to participate in this section of the bid.</li> </ul>		
Certified Installer's Company Name:	<input type="text"/>	(if other than self)
<p>Submit Certificate showing certification (Per Special Condition M, Certification For Installers)  <b>**Upload with bid response to BidSync</b></p>		
<p>If bidding to provide installation, list the foreman or crew member who will be on site supervising installations and include (upload to BidSync) a copy of his/her NIPSI certification with your bid submittal.:</p>		
Certified Foreman:	<input type="text"/>	
<b>OR</b>		
Certified crew member:	<input type="text"/>	
<p>Upload Certificate through BidSync. <b>**If you need assistance uploading documents, contact BidSync for assistance @ 800-990-9339 ext 1. Allow sufficient time to complete all uploads.</b></p>		
<b>Item 3. SURFACING</b>		
Surfacing – Poured In Place or Artificial Turf – No type of loose fill or square tiles will be accepted for new		

or replacement playgrounds.  
 For ADA compliance, surfacing must meet current ASTM & CPSC specifications for determination of accessibility to surface systems under and around playground equipment and outdoor fitness equipment.

- Upload or add in "Vendor Notes", a price table for surfacing product if pricing is based on thickness and color options.  
 This price sheet may not contain any other terms and/or conditions and your company name must be clearly stated.
- Price must be stated per square foot and must include all materials, adhesives or sub-bases and already be discounted.

\*\*If you need assistance uploading documents, contact BidSync for assistance @ 800-990-9339 ext 1.  
 Allow sufficient time to complete all uploads.

List type of surfacing/Mfg:

<input type="text"/>	\$ <input type="text"/> per sq. ft.
<input type="text"/>	\$ <input type="text"/> per sq. ft.
<input type="text"/>	\$ <input type="text"/> per sq. ft.

**Item 4.**

Surfacing installation charge if not included above in Item 3	\$ <input type="text"/> per sq. ft.
---	-------------------------------------

**Item 5. Provide Engineered Wood Fiber**

€ YES	€ NO
-------	------

To be used to replace engineered wood fiber on existing playgrounds. Engineered wood fiber will be ordered by and shipped to the District's Facilities Department and price stated must include shipping and unloading at our facility. Orders will be placed in bulk and do not require installation. State firm prices below:

Less than 5 Cubic Yards	\$ <input type="text"/> per cubic yards
5 – 20 Cubic Yards	\$ <input type="text"/> per cubic yards
Greater than 20 Cubic Yard	\$ <input type="text"/> per cubic yards

**Item 6. Outdoor Fitness Equipment**

List Manufacturer	Fixed Percentage Discount off List Price	Minimum Order Amount (If applicable)
<input type="text"/>	<input type="text"/> %	\$ <input type="text"/>
<input type="text"/>	<input type="text"/> %	\$ <input type="text"/>
<input type="text"/>	<input type="text"/> %	\$ <input type="text"/>

NOTE: If additional space is needed, bidder may upload additional manufacturers to be considered on a separate page with your company's name clearly stated.

\*\*If you need assistance uploading documents, contact BidSync for assistance @ 800-990-9339 ext 1.  
 Allow sufficient time to complete all uploads.

**Item 7. Installation of Outdoor Fitness Equipment**

Installation of Outdoor Fitness Equipment, to be based on a firm fixed percentage of the equipment cost

(the total after discount has been taken but before freight has been added).	
Fixed Percentage Discount	<input type="text"/> %
<p>NOTE:</p> <ul style="list-style-type: none"> <li>- If bidding to only supply outdoor fitness equipment, you must list your certified installer below <b>AND</b></li> <li>- Your certified installer <u>must</u> complete and submit a bid for installation <b>and</b> be awarded a contract in order for you to participate in this section of the bid</li> </ul>	
Certified Installer's Company Name:	<input type="text"/> (if other than self)
<p>Submit Certificate showing certification (Per Special Condition M, Certification For Installers)  <b>**Upload with bid response to BidSync</b></p>	
<b>Site Preparation:</b>	
<p>Provide firm prices for the following line items.                  Prices must be submitted in the same unit of measure as listed below:</p>	
<b>Item 8.</b>	
Dig-out/ Excavation Price must include removal and disposal	\$ <input type="text"/> per sq. ft.
<b>Item 9.</b>	
Sand Price must include delivery and placement	\$ <input type="text"/> per cubic yard
<b>Item 10.</b>	
Concrete curb - Provide and install 6" Wide X 12" Deep for Synthetic Turf 4" Wide X 2" High raised curb integral with monolithic slab on grade for poured in place surface	\$ <input type="text"/> per linear ft.
<b>Item 11.</b>	
Recycled playcurb borders Provide and install	\$ <input type="text"/> per linear ft.
<b>Item 12.</b>	
4" thick concrete surface ( poured in place) Concrete shall contain wire mesh or fiber mesh Includes concrete for sidewalks	\$ <input type="text"/> per sq. ft.
<b>Item 13.</b>	
Aluminum ADA approved handrails Provide and install	\$ <input type="text"/> per linear ft.
<b>Item 14.</b>	
Clean Fill Delivered and graded	\$ <input type="text"/> per cubic yard
<b>Item 15.</b>	
Provide Utility Locates	\$ <input type="text"/> each
<b>Item 16.</b>	
Provide 4 signed sealed engineered drawings	\$ <input type="text"/> per job
<b>Additional Items As Required:</b>	
<p>Vendors may be required to provide quotations for optional items such as, but not limited to:</p> <ul style="list-style-type: none"> <li>- removal and/or relocation of existing playground equipment</li> <li>- replacement parts for playground components</li> <li>- tree trimming or removal</li> <li>- excavation/demucking for sites where rock or muck is found</li> </ul>	

– provide and lay sod in area surrounding playground where sand was (sod replacement for site restoration shall be done at no charge to the District)		
<b>Item 17. Provide Maintenance for Surfacing</b>	€ YES	€ NO
If marking "Yes" above to provide maintenance, bidders are requested to enter type of surfacing, maintenance requirements and cost in the space below or upload as a separate document to BidSync with your bid response. Refer to Bid Specifications for Maintenance. **If you need assistance uploading documents, contact BidSync for assistance @ 800-990-9339 ext 1. Allow sufficient time to complete all uploads.		
Bidder can provide maintenance for PIP surfacing	€ YES	€ NO
Bidder can provide maintenance for artificial turf surfacing	€ YES	€ NO
Bidder can provide repairs to PIP surfacing	€ YES	€ NO
Bidder can provide repairs to artificial turf surfacing	€ YES	€ NO
<p><b>Section II</b> – The purpose and intent of this section is to establish a pool of pre-qualified vendors to furnish and install shade structures and fitness trails as requested at various locations throughout the District in accordance with the terms, specifications, District Master Specs and conditions set forth in this bid.</p> <p>All awarded vendors will be contacted to attend a mandatory site inspection/pre-bid meeting whenever there is a project. All quotes must provide cost for labor, materials and installation.</p> <p>There will be no additional charge for consultation or troubleshooting on any project.</p> <p><b>To become an awarded vendor for this section of the bid to provide either shade structures or fitness trails, you must mark an "X" or entering the word "YES" in the space below.</b></p>		
<b>Item 18. Provide Shade Structures</b>	€ YES	€ NO
Manufacturer:	<input type="text"/>	
Installer if other than self:	<input type="text"/>	
<b>Item 19. Install Shade Structure</b>	€ YES	€ NO
NOTE: - If bidding to only supply Shade Structures, you must list your certified installer below <b>AND</b> - Your certified installer must complete and submit a bid for installation <b>and</b> be awarded a contract in order for you to participate in this section of the bid.		
Certified Installer's Company Name:	<input type="text"/> (if other than self)	
Submit Certificate showing certification (Per Special Condition M, Certification For Installers) <b>**Upload with bid response to BidSync</b>		
<b>Item 20. Provide Fitness Trails</b>	€ YES	€ NO
Manufacturer:	<input type="text"/>	
Installer if other than self:	<input type="text"/>	
<b>Item 21. Install Fitness Trail Equipment &amp; Surfacing</b>	€ YES	€ NO
NOTE: - If bidding to only supply Fitness Trails, you must list your certified installer below <b>AND</b> - Your certified installer <u>must</u> complete and submit a bid for installation <b>and</b> be awarded a contract in order for you to participate in this section of the bid.		

Certified Installer's Company Name:	<input type="text"/>	(if other than self)
Submit Certificate showing certification (Per Special Condition M, Certification For Installers) <b>**Upload with bid response to BidSync</b>		

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

**10C-54B- SALES REPRESENTATIVE**

Per Special Conditions "Q "

Vendor Name:	<input type="text"/>
Sales Representative:	<input type="text"/>
Cell Phone Number:	<input type="text"/>
Office Telephone Number:	<input type="text"/>
Email Address:	<input type="text"/>
Fax Number:	<input type="text"/>

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

**10C-54B– REFERENCES**

Per Special Conditions "K "

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

**If bidding to supply Playground Equipment, Outdoor Fitness Equipment, Shade Structures, or Fitness Trails, bidder is required to complete this document and upload it to BidSync with bid response.**

**REFERENCES:** List five (5) different projects where the equipment, shade structure or fitness trails you are bidding on has been installed for at least one year but not longer than 5 years,, either in Palm Beach County, Broward or Martin County, that representatives from the School District may visit to inspect for quality of equipment and installation. These can either be a school (**other than those in our District**) or public park. Bidder should notify the contact person for each location that we will be contacting them to schedule a site inspection and/or to request a verbal reference regarding the quality of the equipment and overall satisfaction with your performance on the project.

If a bidder fails to provide all information or if the site inspection or the reference is not satisfactory, the bidder may be considered non-responsive and the bid may be rejected.

<b>YOUR COMPANY NAME:</b> <input type="text"/>	
<b>Submitted By:</b> <input type="text"/>	
<b>List of Projects</b>	
<b>Reference No. 1</b>	
<b>Agency Name</b>	<input type="text"/>
Project Location: (complete address)	<input type="text"/>
Contact Person:	<input type="text"/>
Telephone No.:	<input type="text"/>
Project Description: (playground, shade structure or fitness trail)	<input type="text"/>
Contract Dollar Amount:	<input type="text"/>
Completion date of project:	<input type="text"/>
<b>Reference No. 2</b>	
Agency Name	<input type="text"/>
Project Location: (complete address)	<input type="text"/>
Contact Person:	<input type="text"/>
Telephone No.:	<input type="text"/>
Project Description: (playground, shade structure or fitness trail)	<input type="text"/>
Contract Dollar Amount:	<input type="text"/>

Completion date of project:	
<b>Reference No. 3</b>	
<b>Agency Name</b>	
Project Location: (complete address)	
Contact Person:	
Telephone No.:	
Project Description: (playground, shade structure or fitness trail)	
Contract Dollar Amount:	
Completion date of project:	
<b>Reference No. 4</b>	
<b>Agency Name</b>	
Project Location: (complete address)	
Contact Person:	
Telephone No.:	
Project Description: (playground, shade structure or fitness trail)	
Contract Dollar Amount:	
Completion date of project:	
<b>Reference No. 5</b>	
<b>Agency Name</b>	
Project Location: (complete address)	
Contact Person:	
Telephone No.:	
Project Description: (playground, shade structure or fitness trail)	
Contract Dollar Amount:	
Completion date of project:	

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

**10C-54B - EARLY PAYMENT TERMS**

Per Special Conditions

**VENDOR NAME:**

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

<p><b>EARLY PAYMENT:</b> 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. <b>(please choose one or mark N/A above)</b></p>
<p><input type="checkbox"/> € 0.5% 10 net 30 *</p>
<p><input type="checkbox"/> € 0.75% 5 net 30 *</p>

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

**U. S. DEPARTMENT OF AGRICULTURE**

**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 Reverse)**

- (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:	PR/Award Number or Project Name:
<input style="width: 250px; height: 20px;" type="text"/>	<input style="width: 250px; height: 20px;" type="text"/>
Name and Title of Authorized Representative: <input style="width: 350px; height: 20px;" type="text"/>	
Signature: <input style="width: 250px; height: 20px;" type="text"/>	Date: <input style="width: 150px; height: 20px;" type="text"/>

**INSTRUCTIONS FOR CERTIFICATION**

- 1. By signing and submitting this form the prospective lower tier participation 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 form 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 form 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 Nonprocurement 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.

**10C-54B - BID PREPARATION CHECKLIST**Vendor Name: 

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.

Check off each of the following as you comply:

- Bidder Acknowledgement
- Bid Summary Document
- NPSI Certificates (see Special Conditions M)
- Equipment Factory Certificates (see Special Conditions M)
- Certificates/License (see Special Conditions L & M and Bid Summary Document)
- Warranty documents for all equipment & surfacing or other products offered (see Specifications)
- Mail or deliver catalogs with prices or price list(s) (see Special Condition G) DO **NOT** upload with your bid response
- Surfacing Spec sheets, test data, etc. (see Specifications)
- Debarment Certification form
- Reference Document (see Special Conditions K)
- Minority Certification Information (if applicable)
- Form 1525, Letter of Intent – M/WBE Subcontractor Participation (If applicable)
- Form 1526, M/WBE Subcontractor Participation Summary (If applicable)
- Form 0580, Drug-Free Workplace Certification

**If you need assistance uploading the required documentation with your bid, contact BidSync for assistance.**

**Allow sufficient time for completion and submittal of all required documents and uploads. Failure to do so may result in your bid being rejected.**

### 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.

VENDORS SIGNATURE

DATE

COMPANY NAME

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

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
MINORITY CERTIFICATION INFORMATION**

\* Check here if N/A:  . Form **must be submitted** to **BidSync.com**.

<p>Minority Certification applications are available through the Minority Business Enterprise located at:                  Office of Diversity in Business Practices                  School District of Palm Beach County                  3300 Forest Hill Boulevard, Suite A-106                  West Palm Beach, FL 33406-5871                  Phone: (561) 434-8508  <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a></p>								
<p><b>Are you a minority vendor certified by:</b> (Check if appropriate)</p> <p style="padding-left: 40px;">Palm Beach County School District <input type="checkbox"/></p> <p style="padding-left: 40px;">State of Florida <input type="checkbox"/></p> <p>If yes, expiration date <input style="width: 100px;" type="text"/></p> <p>Minority Classification (check one): <input type="checkbox"/> 2-African American, <input type="checkbox"/> 3-Hispanic American,  <input type="checkbox"/> 4-Native American, <input type="checkbox"/> 5-Asian American, <input type="checkbox"/> 6-American Woman, <input type="checkbox"/> 7-Physically Impaired, <input type="checkbox"/> 8-Other</p>								
<p>If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%; padding: 5px;"><b>Vendor</b></th> <th style="width: 50%; padding: 5px;"><b>Estimated Dollar Value</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 50%;" type="text"/></td> </tr> </tbody> </table>	<b>Vendor</b>	<b>Estimated Dollar Value</b>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>
<b>Vendor</b>	<b>Estimated Dollar Value</b>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 50%;" type="text"/>							

THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

**Letter of Intent**  
**Minority/Women Business Enterprise (M/WBE) Subcontractor Participation**

Form must be submitted to BidSync.com  Check if not applicable

BID/RFP/RFI/ITN or Project Name

BID/RFP/RFI/ITN or Project #

Name of Bidder/Responder

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 M/WBE Coordinator  
 Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is *(check only one in each applicable column)*:

- |  |  |                                     |
|--|--|-------------------------------------|
| <b>Column 1</b>                            | <b>Column 2</b>                          | <b>Column 3</b>                     |
| <input type="checkbox"/> African American  | <input type="checkbox"/> Native American | <input type="checkbox"/> Female     |
| <input type="checkbox"/> Asian American    | <input type="checkbox"/> American Female | <input type="checkbox"/> Male       |
| <input type="checkbox"/> Hispanic American |  | <input type="checkbox"/> Physically |

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

Item #	CONTRACT (Trade) Items (Description/Division)	Amount
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>

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

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

Name of M/WBE Subcontracting Firm

Name and Position (type or print)

PBSD 1525 (Rev. 2/6/2009) ORIGINAL – Office of Diversity in Business Practices

**School District of Palm Beach County  
Minority Women Business Enterprise (M/WBE)  
Subcontractor Participation Summary**

\* Check here if N/A: € . Form [must be submitted to bidsync.com](http://bidsync.com).

BID/RFP or Project Name

BID/RFP or Project Number

Total Bid (Base and Alternatives)

**TO DIRECTOR OF PURCHASING DEPARTMENT**

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (PBSD 1525) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (PBSD 1525).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
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<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>

Total M/WBE Subcontractor Participation \$

Percentage of Total Bid (Base & Alternates)  %

Contracting Firm Name

Name and Position (type or print)

SIGNATURE

DATE

## **10C-54B - INSTRUCTIONS TO BIDDERS**

The General Conditions for Bids, Instructions to Bidders, 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. **ANTI-DISCRIMINATION:**
  - a. 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.
  - b. 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. 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. 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.
4. **BIDS:** Bids will be received electronically through a secure mailbox at BidSync, Inc. 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.
5. **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.

6. **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.
7. **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.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

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”.**

9. **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.

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.

10. **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.

11. **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.

12. **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, bidder certifies that it has divulged, in its bid*

*response, 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 submit a bid to provide any goods or services to a public entity, may not submit a bid to contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

13. **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.

14. **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 with BidSync, Inc. 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.

15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

16. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. 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.

17. **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.

18. **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.
19. **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.

20. **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.
21. **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

or fails to terminate the agreement with the sub-contractor who 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.

22. **PRODUCT RECALL:** In the event the awarded 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.

**10C-54B - GENERAL CONDITIONS FOR BIDS**

1. **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.
2. **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.

3. **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.
4. **MINORITY BUSINESS PARTICIPATION:** The School Board of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority and Women can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeach.k12.fl.us/mwbe>.

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
6. **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.
7. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders 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 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 therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of 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 contractor or any subcontractor or other party performing the work.

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 contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of the Contract.

8. **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.

9. **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.
10. **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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.

17. **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.
18. **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.**
19. **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.
20. **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.
21. **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.

22. **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.

23. **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.**

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, 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.

25. **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.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more 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 preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **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.
28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

## Question and Answers for Bid #10C-54B - T/C Playground Equip, Surfacing & Shade Structures & Fitness Trails

### OVERALL BID QUESTIONS

#### Question 1

Can the playground surfacing be bid separately from the PG Equipment and shade features. (The cost difference is significant.) (Submitted: Mar 22, 2010 2:11:51 PM EDT)

#### Answer

- Per Special Conditions, Item C, Award:

If bidding to supply equipment, you must also either successfully bid on the installation of equipment and surfacing, site preparation and to supply ADA surfacing (meeting guidelines) or list your certified installer, who must submit a bid and be awarded a contract to supply/install all of these items. Bids not meeting this requirement will be rejected. (Answered: Mar 22, 2010 2:29:55 PM EDT)

#### Question 2

Pg 29 & 31 Item 2 & 7: How do we show the installation as an additional cost when the caption says "Fixed Percentage Discount"? (Submitted: Mar 24, 2010 2:19:21 PM EDT)

#### Answer

- Read Bid Summary Document Item 2 & 7 which states:

Installation of Playground Equipment, to be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added)

Installation of Outdoor Fitness Equipment, to be based on a firm fixed percentage of the equipment cost (the total after discount has been taken but before freight has been added). (Answered: Mar 25, 2010 7:29:23 AM EDT)

#### Question 3

Pg 31 Item 8-15: Site Preparation: How do we submit for price changes on these items over the 5-year span of the contract? Do we use the same basis as if they were catalog items, or will you provide a different format? (Submitted: Mar 24, 2010 2:19:49 PM EDT)

#### Answer

- The prices bid must be firm for the duration of the contract for these items. (Answered: Mar 25, 2010 7:29:23 AM EDT)

#### Question 4

Pg 31 Item 16: The specifications only require signed sealed engineered drawings for shade structures. What other items will require signed sealed engineering drawings? (Submitted: Mar 24, 2010 2:20:21 PM EDT)

#### Answer

- None at this time. (Answered: Mar 25, 2010 7:29:23 AM EDT)

#### Question 5

Pg. 13 of the bid specifications: Can all main (inground) support posts be galvanized with powder coating? (Submitted: Mar 26, 2010 11:08:04 AM EDT)

#### Answer

- No. (Answered: Mar 30, 2010 2:06:27 PM EDT)

#### Question 6

can I submit to represent and install for more than 1 shade structure manufacturer? On the Bid sheet, there is only 1 space provided for the shade structure manufacturer in bid. (Submitted: Mar 29, 2010 12:20:35 PM EDT)

#### Answer

- Yes. You will need to upload a certificate from each manufacturer showing certification, they must both list you as their certified installer on their bid response and you will state in the NOTES section of your bid response that you are bidding to install shade structures for companies XXXXXX and YYYYYYY.

If you need assistance uploading documents contact BidSync for assistance and allow sufficient time for completion of your bid response electronically through BidSync. (Answered: Mar 30, 2010 6:22:16 AM EDT)