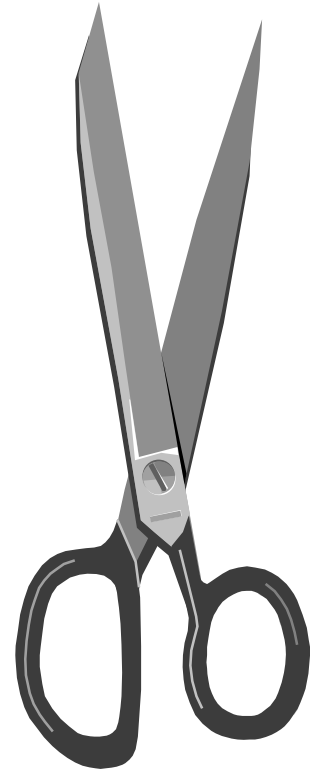


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

DELIVER TO: PURCHASING DEPARTMENT School Board of Polk County 1915 South Floral Avenue, PO Box 391 Bartow, FL 33831-0391
SEALED BID DO NOT OPEN
SEALED BID NO.: 067-MHH-0511
BID TITLE: Carpet, Tile and Cove Base Installed
DUE DATE/TIME: June 28, 2011 @ 3:00PM
SUBMITTED BY: _____ Name of company



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same web site from which you obtained this bid. Vendors receiving bids via US mail will be sent notification of all addenda. If you downloaded the bid from this web site, you will need to check the web site to see if there are any addenda that have been posted.

Interested vendors must have a completed vendor application on file with the School Board Purchasing Department prior to bid award in order for your bid to be considered. The Vendor Application Form is available from our web site at <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> Click on “[Vendor Application](#)” from the menu on the left side of the screen and follow the instructions.

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA

P.O. BOX 391
BARTOW, FLORIDA 33831-0391

1915 SOUTH FLORAL AVENUE
BARTOW, FLORIDA 33830-7124

INVITATION TO BID

Bid Title Carpet, Tile and Cove Base Installed

Bid File Number 067-MHH-0511 Posted May 27, 2011

Sealed bids will be received until 3:00 PM on June 28, 2011 in the School Board Purchasing Office at the above address. The official clock for the purpose of receiving bids is located in the Purchasing Office. All bids must be date and time stamped by the official clock. Bids will be opened in the Purchasing Offices after the deadline for receiving bids. Any bid received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is vendors' responsibility to see that their bids are properly received at the correct location prior to the deadline. Your bid must be on this form with the Bidder Acknowledgment completed. Inquiries on this bid should be addressed to: Harold Hamby telephone (863) 534-0575, FAX (863) 534-0802, E-Mail harold.hambyjr@polk-fl.net.

BIDDER ACKNOWLEDGMENT

The undersigned, having carefully examined the "Invitation to Bid" with any attached "Special Terms and Conditions" agrees to abide by all conditions of the bid and offers to furnish the items or services as set forth. I further certify that I am authorized to sign this bid.

VENDOR NAME

MAILING ADDRESS

PRINT OR TYPE SIGNATURE AND TITLE

CITY, STATE, ZIP

WRITTEN SIGNATURE

DATE

TELEPHONE NUMBER (TOLL FREE, IF AVAILABLE)

FAX NUMBER

E-MAIL ADDRESS

FEID NUMBER

DISCOUNT: Our company offers the following discount schedule: _____.

NOTE: THE ABOVE BIDDER ACKNOWLEDGMENT MUST BE SIGNED FOR YOUR BID TO BE ACCEPTED.

GENERAL INSTRUCTIONS AND CONDITIONS

1. **CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: July 31, 2012. Contract(s) awarded from this bid will begin on July 20, 2011 and will run through July 31, 2012.
2. **F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See bid form.
3. **POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices and on the Purchasing Department's website at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> on or about June 30, 2011 and will remain posted for a period of at least 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
4. **PRICES AND TAXES:** All prices are normally fixed for the duration of the contract period. Fluctuating or adjustable prices are only acceptable if so stated in the Special Terms and Conditions". The School Board is exempt from State sales and use taxes and Federal excise taxes. (State Exemption No. 85-8013927632C-8)

5. **DISCOUNTS:** Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in bid evaluation unless all other factors are equal. Bidders are encouraged to reflect cash discounts in the unit prices quoted.
6. **DELIVERY:** Deliveries must be made in accordance with specified delivery schedules or as soon as possible after receipt of the purchase order if no delivery schedule is specified or bid. All delivery containers must be marked with the Polk County School Board purchase order number and product item number. Unless stated otherwise, all products being shipped into the Board's warehouse shall be packaged in cardboard cartons so as to prevent damage both in transit and in the warehouse. For all truck deliveries into the warehouse, the Bidder is required to provide notification AT LEAST 24 HOURS PRIOR TO DELIVERY. For Bartow deliveries, call Warehouse Receiving at (863) 534-0910. Truck drivers will be required to assist in unloading.
7. **QUANTITIES:** Quantities shown are not guarantees of purchase. The Board may purchase additional quantities during the life of the contract unless the bid sheets are noted, "Bid is for Specified Quantity Only," by the Bidder. The bid sheets must state, "Minimum Reorder Quantities," if applicable.
8. **EQUIVALENT PRODUCTS:** Any manufacturers' trade, brand, model or catalog number listed as a specification is for information purposes and not to limit competition. The Bidder may offer any equivalent current production model which meets or exceeds the specifications unless noted otherwise in the specifications. If an equivalent model is offered, the Bidder must clearly indicate any deviation from the specifications and include complete descriptive literature on alternate item(s) or the items will not be considered.
9. **SPECIFICATIONS:** All items offered must be in accordance with specifications except as noted above. Minor departures from specifications may be considered at the option of the Board. When applicable, all products shall carry evidence of Underwriters' Laboratory (UL) listing and comply with the requirements of the Occupational Safety and Health Act, (OSHA). When applicable, delivered items must be accompanied by a Material Safety Data Sheet (MSDS). If product packing or packaging is to be different than specified in the bid, the Bidder must state any deviation. The bid, lacking any statement to the contrary, will be received as being in complete compliance with specifications. When more than one bid meets all specifications, the Board reserves the right to determine the "Lowest and Best" bid. Bid items are subject to testing at the Bidder's expense. Delivery of items not meeting specifications is cause for removal from the list of acceptable Bidders and no payment will be made for the entire delivery, including usage.
10. **SAMPLES:** When requested, samples will be furnished at Bidder's expense. Requests for sample returns must be made within 30 days of the bid opening. If no return request is made, the samples will become the property of the Board. Failure to submit samples when required may result in non-acceptance of the bid.
11. **SERVICE AND WARRANTY:** Bidder should attach any warranties offered and explain warranties and service provided. These may not be in conflict with warranties required in the specifications.
12. **ACCEPTANCE OR REJECTION:** The right to accept or reject any bids or individual items in the bids and to waive irregularities in bids is reserved by the Board.
13. **DETERMINATION OF BID AWARD BASIS:** Unless specifically excluded by the Bidder, bid awards may be made on either a composite or a line item basis.
14. **MISTAKES:** In case of mathematical errors, the Bidder's unit price shall be considered the bid price. It is the Bidder's responsibility to understand the terms, conditions, and specifications of the bid. Failure to do so will be at the Bidder's risk.
15. **PLACING AND ACCEPTANCE OF ORDERS:** The award of this bid does not constitute an order. Before delivery is made the Bidder must receive a duly executed purchase order or contract. Acceptance by the Bidder is assumed upon issue by the Board of a duly executed purchase order or contract. Inspection and acceptance of items will be at the stated destination(s) unless otherwise provided, and title to and risk of loss or damage is the responsibility of the Bidder until acceptance by the Board.
16. **ASSIGNMENT, INVOICES, AND PAYMENT:** No assignment of an order or monies to be derived there from is acceptable without the prior written approval of the Board. All invoices must be submitted in triplicate to the Board with each purchase order being invoiced separately. Payment shall be made upon presentation of properly prepared invoices. Payment is generally made on the next Friday following the week in which invoicing is completed.

17. **PERFORMANCE:** If the Bidder refuses or is unable to make delivery within a reasonable time, the Board may hold the Bidder responsible for any damages or costs incurred by the Bidder's actions. The Board may withhold payments pending satisfactory compliance with the terms of the agreement. The Bidder shall hold and save the Board and Board employees harmless from liability of any kind in the performance of this contract.
18. **CONTRACT FAILURE:** Should any Contractor fail to enter into a contract with the School Board on the basis of the submitted bid by said Contractor, Contractor acknowledges that Contractor shall be liable to the School Board for the difference between such bid price and the price the School Board pays to secure the merchandise from another source. Failure to pay said amount to the School Board upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from the date of infraction.
19. **CONFLICT OF INTEREST:** All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the Board. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, any interest of any amount in the Bidders firm or branches.
20. **ATTACHMENTS:** All attached sheets are a part of this bid and any Special Terms and Conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
21. **ADDENDUM:** Any changes in this bid shall be in the form of a written addendum by the Purchasing Director. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the bidder to ascertain if any addenda have been issued and to obtain all such addenda. Any Addendum shall be returned with this bid by the Bidder.
22. **EXTENSION:** The Board reserves the option to extend the contract period provided the Bidder is in agreement. The request for extension shall be submitted by the Bidder in writing.
23. **DISPUTES:** Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedures established by the School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
24. **PREFERENCE FOR DRUG-FREE WORKPLACE:** Whenever two or more bids which are equal with respect to price, quality, and service are received, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response.
25. **AGREEMENT:** This Bid and the Purchase Orders issued hereunder constitute the entire agreement between the School District and the Vendor awarded the bid. No modification of this bid shall be binding on the District or the Bidders.
26. **TERMS AND CONDITIONS:** No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the General Conditions and Special Terms and Conditions in this bid solicitation are the only terms and conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
27. **PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST:** Per the provisions of Florida Statute 287.133 (2)(a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list". The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from

participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

28. **DISCRIMINATORY VENDOR LIST:** Per the provisions of Florida Statute 287.134(2)(a), "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity." The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.
29. **FEDERAL DEBARMENT CERTIFICATION:** Certification regarding debarment, suspension, ineligibility and voluntary exclusion as required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
- a. The prospective lower tier participant certifies, by submission and signature of this bid, that neither it, nor its principals, its agents or its representatives are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
30. **NON-COLLUSION:** The bidder certifies, by submission and signature of this bid, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the bidder to solicit or secure this bid and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the bidder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this bid.

The bidder further certifies that its bid is made without previous understanding, agreement or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

31. **SALES TO OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other public agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein. (Check where applicable): Agree to extend pricing to ___ School Boards and/or ___ public agencies within the State of Florida.
32. **BID RESPONSES:** If the bid is to be returned via express mail or in a courier envelope, the bid the bid documents should be submitted in a separate sealed envelope within the courier envelope. Express mail or courier envelopes will be opened and discarded. The face of the sealed bid envelope should have attached the label included with the bid package or noted, the Bid File Number and "Attention: Purchasing Department - Sealed Bid." If there is not going to be a bid submitted, return the "No Bid" post card, or return the Invitation to Bid, marked, "No Bid."
33. **TERMINATION OF CONTRACT:** This contract may be terminated without liability to the School Board in whole or in part when it is deemed to be in the best interest of the School Board to so act. Notification of termination must be in writing and issued by the Director of Purchasing or designee. This contract may be terminated upon 30 days written notice. Further, at the discretion of the School Board, the contract may be terminated in a period of less than 30 days in the event of poor performance or violation of the terms and conditions of this contract.

The School Board, upon termination, shall exercise its discretion to complete the balance of the contract consistent with the best interest of the School Board.

34. **SOLICITATION OF DISTRICT EMPLOYEES:** Bidders/vendors and others involved with this bid are prohibited from making any offer of any value to any employee of the School Board who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid.

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.
Rev.Pur. 8/2010

Special Terms and Conditions

A. **SCOPE:** The purpose of this bid is to establish competitive pricing to furnish the materials and to provide professional installation of carpet and vinyl composition tile on a district wide basis per the specifications listed below. The successful bidder shall furnish all labor and materials required to accomplish finished installations. The Contractor shall be responsible for moving all furniture (tables, desks, bookcases, etc.) unless it is a permanent fixture attached to the wall or floor. Three (3) feet of 1/8" vinyl composition tile, Azrock (Desert Haze #V-874 is the prevalent color used throughout the District, vendors are cautioned that from time to time they will be required to furnish other colors from the manufacturers standard color chart at their bid pricing), shall be installed at all wet areas and outside entryways. Installation shall include removal and disposal of existing carpet or other floor covering if necessary to obtain a proper installation. The Contract Administrator (District Office Service Manager or designee) shall have authority to authorize removal and disposal of existing floor covering. Authorized School Board employees upon notification by the Contractor will accomplish arrangements for major floor repairs and preparation, if required. For the purpose of this Invitation to Bid, the term "Bidder", "Contractor" and "Vendor" shall be considered synonymous.

B. **F.O.B. DESTINATION:** Prices bid for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

C. **OTHER FEES:** Bidder/Contractor may not add any additional fees to the order including, but not limited to, special handling charges, hazardous materials fees, fuel surcharges, etc.

D. **COMPLIANCE WITH THE JESSICA LUNSFORD ACT:** Florida Statutes contain certain fingerprinting and/or screening requirements pertaining to all persons or entities entering into contracts with Schools/School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present. Any individual who fails to meet the statutory requirements shall not be allowed on school grounds. Failure to comply with the statutory requirements will be considered a material default of this contract/agreement. Please visit <http://www.polk-fl.net/community/doingbusinesswithus/jessicalunsfordact.htm> for a list of links to requirements regarding the Jessica Lunsford Act.

E. **SIGN IN REQUIREMENTS:**

1. For the safety and security of children and staff, it is imperative that school personnel be aware of all non-school personnel on the campus.
2. All contractors/workers are required to sign in at the school office upon arrival each day and to sign out when departing.
3. All contractors/workers shall wear Polk County School Board Vendor/Contractor photo identification at all times while on school grounds.

F. **AWARD OF CONTRACT:**

1. The District reserves the right to reject any or all bids and to waive any informalities or irregularities in any bids received.

2. Failure to satisfactorily perform current or past contracts may result in the rejection of a bid as non-responsible.
3. It is anticipated there will be a recommendation for award of contract based on the lowest composite (all or none) bid received from a responsive and responsible bidder. This will be the Primary Contractor award. There may be an additional award based on the second lowest composite bid received from a responsive and responsible bidder. This would/will be the first alternate award. The District reserves the right to make additional alternate awards based on the next lowest composite bid received from a responsive and responsible bidder if it is in the District's best interest to do so. In the event there is a scheduling conflict, or if the Primary Contractor is unable to complete a given project satisfactorily or in a timely manner, the Contract Administrator (District Office Service Manager or designee) may request the services outlined in this Invitation To Bid from the first alternate awardee; if the first alternate awardee is unable to perform as outlined above the Contract Administrator (District Office Service Manager or designee) may select the next awarded alternate awardee. If in the opinion of the Contract Administrator (District Office Service Manager or designee) the order exceeds the capability of the primary contractor, the services outlined in this Invitation to Bid may be purchased from the first alternate awardee; if the first alternate awardee is unable to perform as outlined above the Contract Administrator (District Office Service Manager or designee) may select the second alternate awardee.
4. The total composite (all or none) bid price for each submitted bid will be calculated as follows:
 - ❖ The line item total bid price for each item number will be determined by multiplying the bidder's unit price by the estimated quantity for each item number in the BID FORM & SPECIFICATIONS. For example, item number 1 unit price multiplied by the estimated quantity equals line item number 1 total bid price. This process will be repeated for all item numbers.
 - ❖ Bidders total composite (all or none) bid price will be determined by adding the item number total bid price for Item Number 1 through Item Number 14 on the BID FORM & SPECIFICATIONS.
5. Quantities shown are simply estimates that may be purchased during the bid period and do not obligate the District to purchase the quantities stated on the Bid Form. Purchases may be made for more or less quantities of any particular item, at any time, during the bid period.

G. **DAVIS-BACON ACT (34 CFR 80.36(i)(5)):** All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant program legislation).

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H. **DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS:** Written questions from potential bidders will be accepted by mail, facsimile or email addressed to the attention of Harold Hamby at 1915 S Floral Ave. Bartow, FL 33830. All written questions must be received by the District's Purchasing Department no later than 3:00 pm June 16, 2011. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder at its own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. If warranted the District will post the responses (as an addendum) to the same website where this Bid is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>.

I. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the Board for immediate cancellation of this contract. Upon cancellation hereunder the District may pursue any and all legal remedies as provided herein and by law. The District reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.

J. **WARRANTY OF ABILITY TO PERFORM:** By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Bidder's ability to satisfy its Contract obligations. The Bidder warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Bidder shall immediately notify the District in writing if its ability to perform is compromised in any manner during the term of the Contract.

K. **LIQUIDATED DAMAGES:** By signing the "Bidder Acknowledgment" on page 1 of this document, the Bidder certifies and warrants their acceptance of the Liquidated Damages clause. Should the awarded Contractor fail to perform under the terms and conditions of this bid the Contractor agrees to make payment to the School Board of Polk County (the District) in an amount of \$100.00 per request for work (purchase order) per day per occurrence, unless the failure to perform was caused by acts or omissions of the District. Violations of the Terms and Conditions of this bid shall include but are not limited to:

- ❖ Failure to meet the time frames listed in Section Q Performance of Contract.

In addition to the above requirement for Liquidated Damages, the District may hold the bidder responsible for any additional damages or costs incurred by the District as a result of the bidder's actions.

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L. **QUALIFICATION OF BIDDERS:** In order to be considered for award of this bid, the bidder shall meet or exceed the experience requirements listed in # 1 below and provide documentation to support satisfactory experience.

Please return required submittal listed in items 1, 2, 3, 4{if applicable}, 5 and 6 with your bid.

After bid opening the District reserves the right to request the required submittals listed below (1, 2, 3, 4{if applicable}, 5 and 6) should bidder not return these submittals with their bid packet. Furthermore the District reserves the right to request additional clarification of any item submitted by the bidder in response to this Invitation to Bid. Any requested additional information must be received by the District's Purchasing Department within two (2) days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two (2) day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

1. The bidder must demonstrate satisfactory experience furnishing and installing carpet and vinyl composition tile. As documentation to support satisfactory experience performing the services described above, the bidder shall submit customer references for a minimum of three (3) recent jobs/projects installing carpet and vinyl composition tile.

References that only indicate experience furnishing and installing either carpet or vinyl composition tile are acceptable, however; the bidder must submit customer references for a minimum of three (3) recent carpet jobs/projects and submit customer references for a minimum of three (3) recent vinyl composition tile jobs/projects.

In order to be considered responsive the bidders references must indicate services performed for a minimum of three (3) different jobs/projects. It is acceptable for a bidder to submit references for jobs/projects performed for the same company/entity as long as they cover a minimum of three (3) different jobs/projects.

For the purpose of this Invitation to Bid, recent is defined as any jobs/projects performed since January 1, 2006. References for jobs/projects performed prior to January 1, 2006 will be considered non-responsive.

A BIDDER REFERENCE FORM is provided for these references on page 32 of this invitation to bid.

2. The bidder shall provide a name, telephone number and fax number of the person to be contacted during normal business hours for scheduling work, responsible for the work product of the contractor and to provide service as needed. An answering service will not satisfy this requirement. Space is provided for this information on the CONTACT INFORMATION and SUBCONTRACTORS form on page 33.
3. The bidder shall provide a name and telephone number of the person to be contacted after normal business hours for the coordination of emergency service. An answering service will not satisfy this requirement. Space is provided for this information on the CONTACT INFORMATION and SUBCONTRACTORS form on page 33.

4. The bidder should submit the name and address of any subcontracting firm if the bidder intends to subcontract any portion of this work. Space is provided for this information on the CONTACT INFORMATION and SUBCONTRACTORS form on page 33.
5. The bidder should submit manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets or exceeds the required specifications. Please submit the manufacturers standard color chart with your bid.
6. The bidder should submit the manufactures carpet warranty as specified in Section CC. 13.

M. SUBCONTRACTORS: If during the term of the contract the awarded bidder intends to subcontract any portion of this work for any reason, the name and address of the subcontracting firm shall be submitted for approval. No subcontracting shall take place prior to awarded bidder furnishing this information and receiving written approval from the District.

The subcontractor will be equally responsible for meeting all requirements as specified in Section D. The District 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 (in the opinion of the Superintendent of Schools, or designee) is not in the position to perform this award. The District reserves the right to inspect all facilities of any subcontractor in order to make the determination as to the foregoing. In the event the S District elects to reject a subcontractor for cause, the bidder may submit another subcontractor, which will also be subject to approval by the District.

N. EMPLOYEES, SUBCONTRACTORS, AND AGENTS: Nothing contained in these specifications shall be construed as creating any contractual relationship between any subcontractor and the District. The successful firm shall not only be held liable to the District for the acts and omissions of its employees, but also for the employees of any of its subcontractors. The District may reject and bar from any facility (for cause) any of the Contractor's employees, subcontractors, or agents.

O. AUTHORIZATION TO PERFORM UNDER CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain a printed purchase order before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

P. 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, or any other community college/state university system cooperative bid agreement, in lieu of

any offer received or award made as a result of this bid, if it is in its best interest to do so. 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.

Q. PERFORMANCE OF CONTRACT: The awarded bidder must be able to perform the services listed in this contract within the minimum time frames noted below. Repeated failure to perform within these timeframes shall be considered cause for the District to assign work to the first alternate awardee, if the first alternate awardee is unable to perform the contract then the District will have the option to assign work to other alternate awardees as applicable. If an awarded bidder continues to fail in performance of contract the District reserves the right to invoke Liquidated Damages as indicated in Section K. and cancel the contract award as indicated in Section I. of the Special Terms and Conditions of this Invitation to Bid.

1. **Emergency request for service:** District Office Service Manager or designee will phone the awarded bidders contact person as indicated in the DAILY CONTACT INFORMATION and SUBCONTRACTORS form on page 34 to request the emergency service. The awarded bidders contact person must respond within two (2) hours of the request for emergency service and must have staff and equipment onsite within four (4) hours of the initial request for emergency service(s). Emergency request shall be defined as but not limited to any situation that poses a risk to students, staff, and/or property or impedes the District's ability to operate normally. Failure to respond to an Emergency request for service or failure to perform the Emergency service may at the District's discretion be considered failure of performance of contract and subject to Liquidated Damages as indicated in Section K.
2. **Scheduled (Non-emergency) request for services:** District Office Service Manager or designee will phone, fax or email the awarded bidders contact person as indicated in the CONTACT INFORMATION and SUBCONTRACTORS form on page 34 to request scheduled service. The awarded bidder shall have no more than one (1) business days (Board holidays and weekends shall be excluded from the one (1) day time period) to confirm receipt of the scheduled request and make arrangements to discuss the scope of the request and schedule the service with District staff. Failure to respond to a scheduled request for service or failure to perform scheduled service when scheduled as indicated above may at the District's discretion be considered failure of performance of contract and subject to Liquidated Damages as indicated in Section K.
3. **Commencement of Work:** Awarded bidder shall commence work within five (5) working days after receipt of Purchase Order (unless otherwise instructed by the Polk County School Board District Office Service Manager or designee). Repeated instances of failure to commence work within five (5) days of receipt of a purchase order may at the School Board's discretion be considered failure of performance of contract and subject to Liquidated Damages as indicated in Section K.
4. **Callbacks / Punch list repairs:** The awarded contractor (or his representative) shall inspect request for punch list repairs resulting from a specific installation within two (2) business days after notification of the punch list repair. Corrections shall be made within three (3) business days of the Contractors inspection unless the Director of Maintenance (or designee) has approved an extension for this requirement. Failure to

respond to a punch list repair request or failure to perform the punch list repair as indicated above may at the District's discretion be considered failure of performance of contract and subject to Liquidated Damages as indicated in Section K.

R. **QUOTES:** The awarded bidder shall follow the timeline line established in Section Q. PERFORMANCE OF CONTRACT when submitting quotes for emergency and scheduled work request.

1. The awarded bidder should submit shop drawings showing layout and details of installation including the location of head and side seams, and obtain approval from the Contract Administrator (District Office Service Manager or designee) prior to installation.
2. Should the awarded bidder fail to return the quote(s) for emergency and scheduled request for service and/or to commence work within the time line established in Section Q. the School Board reserves the right to place such orders with any other contractor awarded this bid. (Note: shipment delays from the manufacturer must be documented in writing by the manufacturer and submitted to the Contract Administrator {District Office Service Manager or designee} for review within the specified five {5} days prior to commencement of work).

S. **SIGNATURE OF COMPLETION:** A copy of the work order stating that the work has been satisfactorily completed and signed by the principal, assistant principal, or job supervisor shall be sent with the invoice. No payment shall be made until this requirement has been met.

T. **FAMILIARITY WITH LAWS:** The awarded vendor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect their work. Failure on the part of the vendor to be aware of any law, ordinance, rule or regulation will in no way relieve him from any responsibility or liability arising from the contract award. The awarded vendor assures and certifies that they will comply with all laws, ordinances, rules, regulations, and all other legal requirements.

U. **ADDENDA:** It shall be the responsibility of each responding bidder to check the District's Purchasing Department website @ <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm> for addendum related to this bid and to obtain all addendum.

V. **LINE ITEM CORRECTIONS:** The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

W. **INSURANCE:** The contractor(s) shall take every precaution to prevent injury to persons, particularly children, or damage to public or private property while performing services under this agreement. He shall assume full responsibility for such occurrences if resulting from his operations. Before commencing work, the contractor shall furnish the District a certificate of insurance showing his coverage with the following minimum requirements:

TYPE OF INSURANCE

LIMITS OF LIABILITY

Worker's Compensation

Statutory

Commercial General LiabilityCombined Single Limit

\$1,000,000 per occurrence

Automobile Liability\$1,000,000 Combined single limit
(All owned autos, or any auto if vehicles other than owned are used).

- a) The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for commercial general liability insurance and as a certificate holder for automobile liability insurance. All insurance must be issued by a company or companies approved by the School Board.
- b) The **VENDOR** shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the **VENDOR**. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the **VENDOR** shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

X. SUBSTITUTES:

- 1. When an item is listed as a **"Reference"** in the BID FORM AND SPECIFICATIONS and the bidder offers an equivalent brand/model item the bidder must clearly indicate in writing any deviation between the item listed as a **"Reference"** and the alternate item offered by the bidder, and include complete descriptive literature on the alternate item or the item will not be considered.
- 2. The bidder may be given the opportunity to submit the above information during the bid evaluation period. If the information is requested the bidder shall be given two (2) business days from the date of the request to submit the information. Failure to meet this requirement may result in the bid being rejected.
- 3. When **"NO SUBSTITUTIONS"** is used in combination with a manufacturer's name, brand name and/or model number, that named item is the only **Approved Brand/Model** that will be accepted by the School Board of Polk County.
- 4. Photographs and pictures or illustrations that are part of standard product literature may not provide sufficient detail to be used in determining product compliance with these specifications. The District reserves the right, before awarding the contract, to require bidder(s) to submit evidence of qualifications or any other information the District may deem necessary.

Y. SAMPLES: Do not send samples except as stipulated in Section CC. 8.

Z. REQUESTS FOR BID INFORMATION & RELATED DATA: Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, lists of vendors solicited, pre-bid conference attendees, individuals picking up

plans and specifications, historical bid data or tabulations within (48) hours from receipt of a request. Vendors are welcome to visit our offices to obtain the information in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the Invitation to Bid form so that they might have ample opportunity to compile the information for you before you arrive.

If you have Internet access, visit our Web site @ <http://www.polk-fl.net/districtinfo/departments/businessservices/purchasing.htm> to obtain:

- ❖ A copy of a bid packet for a contract or project currently out for bid
- ❖ A listing of all term and recurring contracts awarded by the School Board of Polk County, FL currently in force.
- ❖ A copy of any addenda issued to current bids in process

NOTE: It is the bidders responsibility to check our Web site frequently for updated information.

- ❖ A copy of a Vendor Application Form
- ❖ A copy of our Commodity List which will, when properly completed and returned to Purchasing, enable us to notify you of future bids
- ❖ A listing of departmental personnel, with job titles, phone numbers and email addresses

AA. **EMPLOYEES:** The contractor shall at all times enforce strict discipline, good order, proper dress and appearance among employees and shall employ skilled personnel for the assigned work. No person shall be allowed to bring alcoholic beverages, controlled substances, firearms, or dogs to the site. Smoking on school premises is not permitted.

BB. **PUBLICATIONS:** The following publications (issue in effect on date of invitation to bid) shall form a part of these bid specifications.

1. American Society for Testing and Materials (ASTM)
2. ASTM D-418 Method of Testing Woven and Tufted Pile Floor Covering
3. ASTM D-1335 Test Method for Tuft Bind of Pile Floor Covering
4. ASTM D-2859 Test Method for Flammability of Finished Textile Floor Covering Materials
5. ASTM E-648 Test Method for Critical Radiant Flux of Floor Covering Systems using a Radiant Heat Energy Source
6. ASTM 1667 Test Method for Flexible Cellular Materials Vinyl Chloride Polymers and Copolymers
7. American Association of Textile Chemist and Colorist (AATCC) standards
8. AATCC - 16E Colorfastness to Light
9. AATCC - 20 Fiber Analysis: Qualitative
10. AATCC - 134 Electrostatic Propensity of Carpets
11. AATCC - 165 Colorfastness to Crocking
12. DDD-3-0095A Shrinkage

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CC. **CARPET, VINYL COVE BASE AND INSTALLATION SPECIFICATIONS:**

1. **General:** The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
2. **Qualified Products:** Class 1 or 2, 28oz. Nylon Level Loop Pile, High Strength Tuft Bind, Unitary Secondary Backing System. Other manufacturer's products deemed to meet or exceed those referenced will be acceptable.
3. **Flammability Ratings:** Shall meet all local, state, and federal requirements for carpet installed in public schools. Shall meet the requirements of DDD-C-95, DOC-FF1-70, and ASTM-D-2859-70T (Pill and Tablet Tests) on the face and on the back. The carpet and pad, as an assembly, in corridors, stairways, and other means of egress, shall have a minimum critical radiant flux of 0.45 watts/ cm², as determined by NBS-IR-75-950 Flooring Radiant Panel Test (NFPA 253, ASTM-E-648).
4. Carpet construction shall exclude any compounds, which are known to contribute to the "Sick-Building Syndrome", including 4-phenylcyclohexene (4-PC).
5. **Primary Carpet:** Provide a commercial-grade nylon carpet without cushion meeting the following minimum requirements:

Reference: Shaw-Stratton Momentum Collection, manufactured by Shaw Industries, Dalton, Georgia. Other manufacturer's products deemed to meet or exceed this specification will be acceptable.

- | | |
|-------------------------------|---|
| (a) Style Name: | Momentum IV Unitary |
| (b) Style Number: | 60602 |
| (c) Availability: | 12' Broadloom |
| (d) Construction: | Textured Loop Pile |
| (e) Fiber Product: | 100% Shaw Solution Q BCF SD Nylon |
| (f) Protective Treatments: | SSP Shaw Soil Protection and
FlorSept System Anti-microbial
Protection |
| (g) Gauge: | 1/10 |
| (h) Finished Pile Thickness: | 0.165 inch |
| (i) Stitches Per Inch: | 10.0 |
| (j) Yarn Weight: | 28.0 oz./sq. yd. |
| (k) Dye Method: | Solution-Dyed |
| (l) Primary Backing: | Polypropylene |
| (m) Secondary Backing: | Unitary Latex |
| (n) Density: | 6,109 oz./cu. Yd. |
| (o) Weight Density: | 171,052 |
| (p) Electrostatic Propensity: | Less than 3.5 kV - Permanent
Conductive Filament |
| (q) Flammability: | ASTM E-648 Flooring Radiant Panel
Class 1
ASTM E-662 NBS Smoke Chamber - Less
than 450 |

- (r) ADA Conformance: This product is to conform to the Requirements set forth in the Americans with Disabilities Act for minimum static coefficient of friction of 0.60 recommended for accessible routes.
6. **Tolerances:** Specifications are subject to standard industry manufacturing tolerances \pm 5%.
7. **Smoke Development Requirements:** All carpet shall fulfill the following smoke development requirements: a specific density (Dm) of four hundred fifty (450) or less (flaming), as determined by ASTM E-662-83 and shall meet NFPA 258 requirements for maximum smoke density of 450.
8. **Manufacturing Specifications:** When bidding other than the brand listed as a Reference, the carpet manufacturer's specifications and sample book for each type and class carpet being bid should accompany all bids. Vendor typed copies of mill specifications are not acceptable.
9. **Manufacturer's Certification:** Upon request of the Polk County School District, the vendor shall supply carpet manufacturer's certification from an independent testing agency stating that materials he proposes to use fully comply with all requirements of the specifications listed herein, including certification that the carpet provided meets or exceeds the requirements of DOE Class I or Class II. This certification shall also contain the following statement: "The carpet manufacturer agrees that should tests of actual fabric shipped fail to be in compliance with the specified standards, the carpet manufacturer will furnish new fabric meeting these specifications and pay all costs of shipping, installation and all other incidental charges necessary to install the specified materials". This process shall be at the convenience of the Polk County School District and accomplished in such manner as to insure the District's full use of the facility.
10. **Carpet Accessories:**
- (a) **Carpet Edge Guard:** Manufacturer's standard extruded or molded vinyl or rubber carpet edge guard, of the profile and size indicated or required by the particular installation. Where carpet abuts ceramic or quarry tile, provide $\frac{1}{2}$ " X $\frac{1}{2}$ " X $\frac{1}{8}$ " Hardtop zinc L-Angle edge strip.
- (b) **Installation Adhesive:** Provide adhesive recommended by carpet or cushion manufacturer for adequate adhesion and water resistance at each application, which complies with requirements of overall flammability rating for carpeting installation and which is compatible with concrete floor sealers.
- (c) **Seaming Cement:** Seaming adhesive of the type recommended by the carpet manufacturer for sealing seams and buttering cut edges of carpet backing at seams to form secure seams and eliminate pile loss at seams.
- (d) **Miscellaneous Materials:** Provide adhesives and other accessory items and materials of types recommended by carpet manufacturer, and as recommended by installer for project requirements.

- (e) **Carpet Colors:** Colors shall be selected from the manufacturer's standard running line of yarn colors usually limited to 02305 potential, 02512 velocity, 02413 emerge, 02405 impulse, and 02812 metropolis.
11. **Preparation of Surfaces Receiving Carpeting:** The Contractor shall be furnished with surfaces that are clean, dry, and in satisfactory condition to receive carpet; however, before starting any work, the Contractor shall inspect all surfaces to be carpeted. He shall notify the Contract Administrator or his designee, in writing, of any unsuitability of surfaces for carpeting including the need for filling and/or sanding of the floor surface. Contract Administrator shall construe commencing of work or absence of notification in writing as acceptance of surfaces. It shall then be the responsibility of the Contractor to correct any defects appearing in carpet as result of improper surface.
12. **Installation (Direct Glue Down):**
- (a) Contractor shall visit premises and be responsible for all measurements and aware of all job conditions.
 - (b) Carpeting shall be installed according to the approved shop drawings. All carpet shall be laid with the minimum number of seams. Seams not shown on shop drawings will not be allowed in the finished job. All cross-joints shall be at the absolute minimum and shall be placed to avoid occurrence at conspicuous locations, near doors or at pivot points.
 - (c) Carpet remnants, usable scrap and overage shall be packaged, identified and delivered to Contract Administrator or his designee.
 - (d) "Grain" of carpeting shall all run in same direction, except as approved by Contract Administrator or his designee. Hall shall run with the "grain" lengthwise. Edge of carpet shall be placed under edge of all thresholds.
 - (e) Carpet edge bars shall be provided at exposed edges of carpeting. Anchor with concrete pins spaced no more than 4" apart. Exposed edges on wood floors shall use the same edge bars installed using dry wall nails no more than 4" apart.
 - (f) All carpet shall meet in satisfactory seams and in design alignment perpendicular and parallel with area walls, except as otherwise shown. All seams shall be properly sealed using seam adhesive specified in Section BB. 10. (c).
 - (g) All areas carpeted shall be cleaned and thoroughly vacuumed by the Contractor. The Contractor shall dispose of all packing, crating, unusable carpet scraps, and any miscellaneous materials.
 - (h) The Contractor shall take all necessary precautions to avoid injury to people, particularly children or personal and public property and shall be responsible for damage to building, wall, floors, and materials of trade during installation period.
13. **Warranty:** Any defect in materials or workmanship, which occurs within one year of the completion date, shall be corrected immediately by the Contractor upon notification, at no additional cost to the Owner.

Provide carpet manufacturer's written, non-prorated, warranty against wear, edge ravel, and de-lamination of the backing for the ten (10) years from date of installation. If carpet fails to perform as guaranteed, the affected area will be repaired at the expense of the manufacturer, upon request of the owner.

14. **Quality Control Tests:** The Contract Administrator or his designee can select a sample of carpet 3' by 12' wide for purpose of testing by a testing laboratory selected by the District. Costs involved with tests of carpet that fail these specifications will be paid for by the Contractor.
15. **Vinyl Cove Base:** Vinyl cove base shall be .125" gauge, four (4) inches in height by one-eighth (1/8) inch thick, 4 ft. lengths, rubber base with ribbed back, rounded top and set-on type, top-set configuration, and matte finish. Provide molded corners four (4) inches in height by four (4) inches in length each way for external and internal corners. Where possible corners shall be pre-molded. Apply to walls, columns, pilasters, casework, and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as is practicable. Tightly bond base to substrate throughout the length of each piece, with continuous contact at horizontal and vertical surfaces. **Reference:** Mercer Products Co. Inc. "Rubbermyte"; National Floor Products Co. Inc. "Nafco".
16. **Clean-up:**
 - (a) All work shall be done in a neat and workman like manner.
 - (b) The contractor shall remove any excess adhesive or other surface blemishes from floor tile, base, and etc., using cleaners recommended by flooring manufacturer. All floor areas shall be cleaned and thoroughly vacuumed by the contractor just prior to final inspection of work.
 - (c) The contractor shall dispose of all packing, crating, unusable scraps and any miscellaneous materials. The contractor(s) shall remove all rubbish, materials and equipment, and leave the premises clean and orderly. The contractor shall legally dispose of cracked, deformed, broken tiles and unsalvageable materials at the contractor(s) expense.
 - (d) The contractor(s) shall as a part of each job, properly store and secure, at the location designated, any leftover new materials.

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DD. **VINYL TILE, VINYL COVE BASE AND INSTALLATION SPECIFICATIONS:**

1. **General:** The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
2. **Approved Brands/Models, Vinyl Composition Tile:** Composition 1 / Class 2, Size 12" x 12" X 1/8" gauge, with through color construction. The following brands have been tested in an environment similar to intended use. In order to ensure compatibility and uniformity with existing installations, **NO SUBSTITUTIONS WILL BE ALLOWED.**

Awarded bidder must be able to provide both of the **Approved Brands/Models** listed below:

Armstrong: **Standard Excelon Imperial Texture**

Azrock: **Cortina Colors and Classics**

V-874 Desert Haze is the common color used throughout the District

3. **Color charts:** Colors shall be selected from the manufacturer's standard color charts. Bidder should submit color chart with their bid.
4. **Vinyl Cove Base:** See Specification in Section CC. 15.
5. **Installation Overview:**
 - (a) Installation shall include removal and disposition of existing carpet or other floor covering, if necessary, to obtain a proper installation.

The contractor shall comply with tile manufacturer's installation directions and other applicable requirements for each type of tile or cove base installation included in this bid.

The contractor shall visit premises and be responsible for all measurements and aware of all job conditions.

The contractor shall deliver tiles and installation accessories to site in original manufacturer's unopened cartons and containers each bearing names of product and manufacturer, project identification and shipping and handling instructions.

Flooring materials shall be stored in dry spaces protected from weather with ambient temperatures maintained between fifty (50) and ninety (90) degrees Fahrenheit.

Tiles and accessories are to be installed after other finishing operations, including painting, have been completed. Do not install tiles over concrete slabs until the slabs have cured and are

sufficiently dry to bond with adhesive as determined by tile manufacturer's recommended bond and moisture test.

- (b) **Preparation of Surfaces** - Before starting any work, the contractor shall inspect all surfaces to be tiled to verify that substrates and conditions are satisfactory for tile installation and comply with tile manufacturer's requirements and those specified herein. The contractor shall notify the Director of Maintenance or his designee, in writing, of any unsuitability of surfaces to be tiled. Authorized School Board employees upon notification by the Contractor will accomplish arrangements for major floor repairs and preparation. It shall then be the responsibility of the contractor to correct any defects appearing in the tile as result of any improper surface(s). Commencing work indicates contractor accepts sub-floor conditions and full responsibility for completed work. Immediately before tile installation broom clean or vacuum surfaces to be covered, and inspect sub-floor. Comply with all of the tile manufacturer's installation specifications to prepare substrates to receive tile.
- (c) **Latex Underlayment** - Use a leveling compound recommended by flooring manufacturer for filling small cracks, holes, depressions and to level uneven sub-floor conditions. Use trowelable type quick set or equivalent as per recommendation of tile manufacturer.

Adhere vinyl sheet flooring to flooring substrates without producing open cracks, voids, raising and puckering joints, telegraphing of adhesive spreader marks or other surface imperfections in completed sheet flooring installation.

- (d) **Primers and Adhesives** - Primers, if required, and adhesives as recommended by tile or matting manufacturer as best suited for use with their materials for the particular installation. Adhesives shall meet recommendations of tile manufacturer for adequate adhesion and water resistance at each application, which complies with requirements of overall flammability rating for tile installation. Use no products that will bleed through joints and be visible on surface of floor.

Coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil or silicone shall be removed by using either a terrazzo or concrete grinder, a drum sander or a polishing (grinding) machine equipped with a heavy-duty wire brush. Apply concrete slab primer, if recommended by flooring manufacturer, prior to applying adhesive. Apply according to manufacturer's directions.

A waterproof stabilized type adhesive, as recommended by the sheet vinyl manufacturer to suit material substrate conditions, shall be used. Use full spread of adhesive applied to substrate in compliance with tile manufacturer's directions including those directions for trowel notching, adhesive mixing, and adhesive open and working times. Coverage for the materials should be ten (10) yards per gallon. This amount may be verified by the School Board.

(e) **Tile Edge Treatment** - Use edge reducing strips when meeting unfinished floor or flooring of different material; use a beveled one (1) inch to one and one-half (1 ½) inch wide by one-eighth (1/8) inch thick reducing strip, made of vinyl or rubber, and from the same manufacturer as the tile; colors to be selected by Director of Maintenance or his designee. Reducing strip is to be anchored with counter sunk stainless steel anchor pins spaced no more than 4" apart. Use T (tack) track metal edge strips with vinyl insert to match the vinyl wall base when tile abuts carpeting. Use vinyl feature strip where tile meets adjoining tile (i.e. doorways).

(f) **Tile Installation** - Lay tile from center marks established with principal walls, discounting minor offsets, so that tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths at perimeter that equal less than one-half of a tile. Install tiles square with room axis, unless instructed otherwise.

Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Lay tiles in "checkerboard" fashion with the grain reversed in adjacent tiles. Cut tiles neatly around all fixtures. Scribe, cut and fit tiles so as to butt tightly to all vertical surfaces, permanent fixtures and built-in furniture including cabinets, outlets, edgings, thresholds, and nosings. Extend tiles into toe spaces, door reveals, closets and similar openings. Maintain reference marks, holes or openings that are in place or plainly marked for future cutting by repeating on finish flooring as marked on sub-floor. Use chalk or other non-permanent marking device. Install tiles on covers for telephone and electrical ducts and similar items occurring within finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on these covers. Tightly adhere and seal edges of tile to the perimeter of the floor around the covers, and to the covers.

Hand roll flooring at perimeter around the covers, and to the covers.

(g) **Vinyl Cove Base** - See Specification in Section CC. 15.

6. **Quality Control Tests:**

(a) **Sampling** - At the option of the School Board, representative samples may be taken from deliveries made under this bid and submitted for quality control testing. Costs involved with tests of tile that fail specifications will be paid for by the contractor. Failure of any sample to comply with the specification requirements shall invalidate any purchase order made under this bid unless contractor requests a repeat quality control test. The second sample shall come from the same batch. The contractor shall pay for the second quality control test. Should the second sample fail, the purchase order made under this bid is invalidated. Results from the second quality control test shall prevail.

Inspection - Physical inspection of package, condition, quantity and labeling may be made at point of delivery by the School Board. MSDS

shall be submitted with each shipment in accordance with the Florida Right-to-Know Law, Chapter 442, Florida Statutes, and shall be identical to MSDS supplied to the Department of Agriculture and Consumer Services Commodity Testing Laboratory. In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any item(s) delivered against a contract or Purchase Order resulting from this bid.

7. **Clean-up:**

- (a) All work shall be done in a neat and workman like manner.
- (b) The contractor shall remove any excess adhesive or other surface blemishes from floor tile, base, and etc., using cleaners recommended by flooring manufacturer. All floor areas shall be cleaned and thoroughly vacuumed by the contractor just prior to final inspection of work.
- (c) The contractor shall dispose of all packing, crating, unusable scraps and any miscellaneous materials. The contractor(s) shall remove all rubbish, materials and equipment, and leave the premises clean and orderly. The contractor shall legally dispose of cracked, deformed, broken tiles and unsalvageable materials at the contractor(s) expense.
- (d) The contractor(s) shall as a part of each job, properly store and secure, at the location designated, any leftover new materials.

8. **Warranty:** Any defect in materials or workmanship, which occurs within one year of the completion date, shall be corrected immediately by the contractor upon notification, at no additional cost to the School Board.

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EE. **VINYL SHEET FLOORING AND INSTALLATION SPECIFICATIONS:**

1. **General:** The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.
2. **Color charts:** Colors shall be selected from the manufacturer's standard color charts. Bidder should submit color chart with their bid.
3. **Approved Brand/Model, Vinyl sheet flooring:** Composition 1 / Class 2, Size 12' x up to 120' X .080" gauge, with through color construction. The following brand has been tested in an environment similar to intended use. In order to ensure compatibility and uniformity with existing installations, **NO SUBSTITUTIONS WILL BE ALLOWED.**

Congoleum Corporation:

Flor-Ever Plus

4. **Installation Overview:**

- (a) Installation shall include removal and disposition of existing carpet or other floor covering, if necessary, to obtain a proper installation.

The contractor shall comply with vinyl sheet flooring manufacturer's installation directions and other applicable requirements for each type of vinyl sheet flooring included in this bid.

The contractor shall visit premises and be responsible for all measurements and aware of all job conditions.

The contractor shall deliver vinyl sheet flooring and installation accessories to site in original manufacturer's unopened cartons and containers each bearing names of product and manufacturer, project identification and shipping and handling instructions.

Flooring materials shall be stored in dry spaces protected from weather with ambient temperatures maintained between fifty (50) and ninety (90) degrees Fahrenheit.

Vinyl sheet flooring and accessories are to be installed after other finishing operations, including painting, have been completed. Do not install vinyl sheet flooring over concrete slabs until the slabs have cured and are sufficiently dry to bond with adhesive as determined by vinyl sheet flooring manufacturer's recommended bond and moisture test.

- (b) **Preparation of Surfaces** - Before starting any work, the contractor shall inspect all surfaces where vinyl sheet flooring is to be installed to verify that substrates and conditions are satisfactory for vinyl sheet flooring installation and comply with vinyl sheet flooring manufacturer's requirements and those specified herein. The contractor shall notify the Director of Maintenance or his designee,

in writing, of any unsuitability of surfaces where vinyl sheet flooring is to be installed. Authorized School Board employees upon notification by the Contractor will accomplish arrangements for major floor repairs and preparation. It shall then be the responsibility of the contractor to correct any defects appearing in the vinyl sheet flooring as result of any improper surface(s). Commencing work indicates contractor accepts sub-floor conditions and full responsibility for completed work. Immediately before vinyl sheet flooring installation broom clean or vacuum surfaces to be covered, and inspect sub-floor. Comply with all vinyl sheet flooring manufacturer's installation specifications to prepare substrates to receive vinyl sheet flooring.

- (c) **Latex Underlayment** - Use a leveling compound recommended by flooring manufacturer for filling small cracks, holes, depressions and to level uneven sub-floor conditions. Use trowelable type quick set or equivalent as per recommendation of vinyl sheet flooring manufacturer.

Adhere vinyl sheet flooring to flooring substrates without producing open cracks, voids, raising and puckering joints, telegraphing of adhesive spreader marks or other surface imperfections in completed sheet tile installation.

- (d) **Primers and Adhesives** - Primers, if required, and adhesives as recommended by vinyl sheet flooring or matting manufacturer as best suited for use with their materials for the particular installation. Adhesives shall meet recommendations of vinyl sheet flooring manufacturer for adequate adhesion and water resistance at each application, which complies with requirements of overall flammability rating for vinyl sheet flooring installation. Use no products that will bleed through joints and be visible on surface of floor.

Coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil or silicone shall be removed by using either a terrazzo or concrete grinder, a drum sander or a polishing (grinding) machine equipped with a heavy-duty wire brush. Apply concrete slab primer, if recommended by vinyl sheet flooring manufacturer, prior to applying adhesive. Apply according to manufacturer's directions.

A waterproof stabilized type adhesive, as recommended by the vinyl sheet flooring manufacturer to suit material substrate conditions, shall be used. Use full spread of adhesive applied to substrate in compliance with tile manufacturer's directions including those directions for trowel notching, adhesive mixing, and adhesive open and working times. Coverage for the materials should be ten (10) yards per gallon. This amount may be verified by the School Board.

- (e) **Vinyl Sheet Flooring Edge Treatment** - Use edge reducing strips when meeting unfinished floor or flooring of different material; use a beveled one (1) inch to one and one-half (1 ½) inch wide by one-eighth (1/8) inch thick reducing strip, made of vinyl or rubber, and from the same manufacturer as the tile; colors to be selected by Director

of Maintenance or his designee. Reducing strip is to be anchored with counter sunk stainless steel anchor pins spaced no more than 4" apart. Use T (tack) track metal edge strips with vinyl insert to match the vinyl wall base when tile abuts carpeting. Use vinyl feature strip where tile meets adjoining tile (i.e. doorways).

- (f) **Vinyl Sheet Flooring Installation** - Awarded contractor shall remove and reinstall (upon completion of the installation) the commode prior to installing vinyl sheet flooring. Vinyl sheet flooring shall be condition to the manufacturer's recommendation prior to installation. Trim flooring to fit the room (ensure sufficient amount to self cove a minimum of 6" above the flooring) then lap or tube one-half back on to itself to expose the subfloor. Spread the manufacturer recommended adhesive uniformly over the exposed subfloor with the manufacturer recommended notched trowel. Roll flooring immediately using manufactures recommendation. No seaming of vinyl sheet flooring shall be acceptable in any room less than 10'-6" in width.
- (g) **Vinyl Cove Base** - Vinyl sheet flooring base shall be installed self coved. Vinyl sheet shall be run up the wall a minimum of 6". All corners shall be sealed. Cap trim on the wall to cover the exposed edge. Adhesives shall be as recommended by vinyl sheet flooring manufacturer as best suited for use with their materials for the particular installation.

5. **Quality Control Tests:**

- (a) **Sampling** - At the option of the School Board, representative samples may be taken from deliveries made under this bid and submitted for quality control testing. Costs involved with tests of vinyl sheet flooring that fail specifications will be paid for by the contractor. Failure of any sample to comply with the specification requirements shall invalidate any purchase order made under this bid unless contractor requests a repeat quality control test. The second sample shall come from the same batch. The contractor shall pay for the second quality control test. Should the second sample fail, the purchase order made under this bid is invalidated. Results from the second quality control test shall prevail.
- (b) **Inspection** - Physical inspection of package, condition, quantity and labeling may be made at point of delivery by the School Board. MSDS shall be submitted with each shipment in accordance with the Florida Right-to-Know Law, Chapter 442, Florida Statutes, and shall be identical to MSDS supplied to the Department of Agriculture and Consumer Services Commodity Testing Laboratory. In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any item(s) delivered against a contract or Purchase Order resulting from this bid.

6. **Clean-up:**

- (a) All work shall be done in a neat and workman like manner.
- (b) The contractor shall remove any excess adhesive or other surface blemishes from floor tile, base, and etc., using cleaners recommended

- by flooring manufacturer. All floor areas shall be cleaned and thoroughly vacuumed by the contractor just prior to final inspection of work.
- (c) The contractor shall dispose of all packing, crating, unusable scraps and any miscellaneous materials. The contractor(s) shall remove all rubbish, materials and equipment, and leave the premises clean and orderly. The contractor shall legally dispose of cracked, deformed, broken tiles and unsalvageable materials at the contractor(s) expense.
 - (d) The contractor(s) shall as a part of each job, properly store and secure, at the location designated, any leftover new materials.
7. **Warranty:** Any defect in materials or workmanship, which occurs within one year of the completion date, shall be corrected immediately by the contractor upon notification, at no additional cost to the School Board.

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BID FORM & SPECIFICATIONS

Enter Bid Pricing Below. Bidders must enter a unit price in the space provided below for ALL items listed on the BID FORM & SPECIFICATIONS or the submitted bid will be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (Either Sq. Yd., Sq. Ft., Per Hour or Lineal Ft. as indicated below- DO NOT change these units of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID!

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
-------------	--------------------	-------------	------------

PROVIDE AND INSTALL NEW CARPET AND COVE BASE

- | | | | |
|----|---------------|---|----------------------|
| 1. | 500 Sq. Yd. | Primary Carpet (See Section CC.)
Without Tear-out
Reference: Shaw-Stratton Momentum
Collection, manufactured by Shaw Industries,
Dalton, Georgia. | \$ _____
/Sq. Yd. |
| 2. | 2,000 Sq. Yd. | Primary Carpet (See Section CC.)
With Tear-out
Reference: Shaw-Stratton Momentum
Collection, manufactured by Shaw Industries,
Dalton, Georgia. | \$ _____
/Sq. Yd. |

ALL BIDDERS MUST PROVIDE THE INFORMATION REQUESTED BELOW:

Carpet Manufacturer - Brand Name - Model Number

Adhesive Manufacturer - Brand Name - Model Number

WARRANTY (must meet or exceed Section CC. 13.)

- | | |
|--|-------------|
| Manufacturer's Wear Warranty: | _____ years |
| Manufacturer's De-lamination Warranty: | _____ years |
| Manufacturer's Anti-Static Warranty: | _____ years |
| Labor Warranty: | _____ years |

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Please state company name and authorized signature _____

BID FORM & SPECIFICATIONS (continued)

Enter Bid Pricing Below. Bidders must enter a unit price in the space provided below for ALL items listed on the BID FORM & SPECIFICATIONS or the submitted bid will be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (Either Sq. Yd., Sq. Ft., Per Hour or Linear Ft. as indicated below- DO NOT change these units of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID!

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
PROVIDE AND INSTALL NEW CARPET AND COVE BASE (continued)			
3.	5,000 Lf.	Vinyl Cove Base (See Section CC. 15) Reference: Mercer Products Co., Inc. "Rubbermyte"; National Floor Products Co. Inc. "Nafco".	\$ _____ /Linear Ft.

ALL BIDDERS MUST PROVIDE THE INFORMATION REQUESTED BELOW:

Vinyl Cove Base Manufacturer, Brand Name, Model Number, Colors Available.

Adhesive Manufacturer, Brand Name, Model Number.

WARRANTY (minimum of one year from completion)

Manufacturer's Warranty: _____ years

Labor Warranty: _____ years

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
Were required the contractor shall provide new Hardtop zinc L-Angle edge strip, with installation.			
4.	175 Lf.	Edge Strip- Hardtop zinc L-Angle edge strip- 1/2" X 1/2" X 1/8"	\$ _____ /Linear Ft.

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Please state company name and authorized signature _____

BID FORM & SPECIFICATIONS (continued)

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ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
PROVIDE AND INSTALL VINYL TILE AND VINYL COVE BASE			
5.	10,000 Sq. Ft.	Vinyl Composition Tile (See Section DD) Without Tear-out Approved Brands/Models: Armstrong: Standard Excelon Imperial Texture and Azrock: Cortina Colors and Classics <u>NO SUBSTITUTIONS</u>	\$ _____ /Sq. Ft.
6.	50,000 Sq. Ft.	Vinyl Composition Tile (See Section DD) <u>With</u> Tear-out Approved Brands/Models: Armstrong: Standard Excelon Imperial Texture and Azrock: Cortina Colors and Classics <u>NO SUBSTITUTIONS</u>	\$ _____ /Sq. Ft.

ALL BIDDERS MUST PROVIDE THE INFORMATION REQUESTED BELOW:

Adhesive Manufacturer, Brand Name, Model Number

WARRANTY (minimum of one year from completion)

Manufacturer's Warranty: _____ years

Labor Warranty: _____ years

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Please state company name and authorized signature _____

BID FORM & SPECIFICATIONS (continued)

Enter Bid Pricing Below. Bidders must enter a unit price in the space provided below for ALL items listed on the BID FORM & SPECIFICATIONS or the submitted bid will be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (Either Sq. Yd., Sq. Ft., Per Hour or Linear Ft. as indicated below- DO NOT change these units of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID!

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
PROVIDE AND INSTALL VINYL TILE AND VINYL COVE BASE (continued)			
7.	10,000 Lf.	Vinyl Cove Base (See Section CC. 15) Reference: Mercer Products Co., Inc. "Rubbermyte"; National Floor Products Co. Inc. "Nafco".	\$ _____ /Linear Ft.

ALL BIDDERS MUST PROVIDE THE INFORMATION REQUESTED BELOW:

 Vinyl Base Manufacturer, Brand Name, Number

 Adhesive Manufacturer, Brand Name, Number

WARRANTY (minimum of one year from completion)

Manufacturer's Warranty: _____ years

Labor Warranty: _____ years

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
Edge Reducing Strip			
8.	175 Lf.	Edge Reducing Strip (see Section DD 5.(e))	\$ _____ /Linear Ft.

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Please state company name and authorized signature _____

BID FORM & SPECIFICATIONS (continued)

Enter Bid Pricing Below. Bidders must enter a unit price in the space provided below for ALL items listed on the BID FORM & SPECIFICATIONS or the submitted bid will be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (Either Sq. Yd., Sq. Ft., Per Hour or Linear Ft. as indicated below- DO NOT change these units of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID!

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
PROVIDE AND INSTALL VINYL SHEET FLOORING (SELF COVERED)			
9.	10 Sq. Yd	Vinyl Sheet Flooring (see section EE) Without Tear-out Approved Brand/Model: Congoleum Corporation: Flor-Ever Plus <u>NO SUBSTITUTIONS</u>	\$ _____ /Sq. Yd.
10.	50 Sq. Yd.	Vinyl Sheet Flooring (see section EE) <u>With</u> Tear-out Approved Brand/Model: Congoleum Corporation: Flor-Ever Plus <u>NO SUBSTITUTIONS</u>	\$ _____ /Sq. Yd.

ALL BIDDERS MUST PROVIDE THE INFORMATION REQUESTED BELOW:

Adhesive Manufacturer, Brand Name, Number

WARRANTY (minimum of one year from completion)

Manufacturer's Warranty: _____ years

Labor Warranty: _____ years

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Please state company name and authorized signature _____

BID FORM & SPECIFICATIONS (continued)

Enter Bid Pricing Below. Bidders must enter a unit price in the space provided below for ALL items listed on the BID FORM & SPECIFICATIONS or the submitted bid will be declared non-responsive. BID ONLY THE UNIT OF MEASURE LISTED IN THE BID FORM (Either Sq. Yd., Sq. Ft., Per Hour or Linear Ft. as indicated below- DO NOT change these units of measure). ANY MODIFICATIONS OR ALTERATIONS TO THE ORIGINAL BID FORM BY THE BIDDER, WHETHER INTENTIONAL OR OTHERWISE, WILL CONSTITUTE GROUNDS FOR REJECTION OF A BID!

ITEM NUMBER	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE
11.	1000 Sq. Ft.	Vinyl Composition Tile: Materials only, delivered price F.O.B. Bartow FL Composition 1 / Class 2, Size 12" x 12" X 1/8" gauge Approved Brand/Model: Azrock: V-874 Desert Haze <u>NO SUBSTITUTIONS</u>	\$ _____ /Sq. Ft.
12.	400 hours	Labor/material charge Charges for miscellaneous labor expenses and minor material costs, such as materials used in the filling and sanding of floor cracks and expansion joints. Other, more expensive material costs, may be negotiated with the Contract Administrator on a case by case (or project by project) basis.	\$ _____ /Per Hour
13.	300 hours	Labor charge - Furniture move Charges for moving furniture (tables, desks, bookcases, etc.) unless it is a permanent fixture attached to the wall or floor. All furniture will be placed back in the same approximate configuration as it was prior to removal.	\$ _____ /Per Hour
14.	100 Sq. Ft.	Labor charge - removal of second layer Charges for removing second layer of flooring material. This rate will be used when there is a second layer of flooring (example scope of work requires removal of top layer of carpeting installed over vinyl tile or two layers of vinyl tile).	\$ _____ /Sq. Ft.

NOTE:

Sign the "Bidder's Acknowledgment" section on Page 1 of our "Invitation To Bid". Return the original of the Invitation To Bid and retain a photocopy for your files.

Please state company name and authorized signature _____

BIDDER REFERENCE FORM

(duplicate as needed)

Please provide all requested information for each reference.

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Project Name and Scope: _____

Owner Name: _____

Account Tenure (dates): _____

Contact Person: _____

Address: _____

Telephone: _____

Email address: _____

Additional Comments: _____

Please state company name and authorized signature _____

SERVICE COORDINATOR (see Section L.2.)
(Duplicate as needed)

Name: _____
Telephone: _____
Fax: _____
Email address: _____

EMERGENCY SERVICE COORDINATOR (see Section L.3.)
(IF DIFFERENT THAN ABOVE)
(Duplicate as needed)

Name: _____
Telephone: _____
After routine business hours Telephone: _____
Fax: _____
Email address: _____

SUBCONTRACTORS (see Section L.4.) (if applicable)
(Duplicate as needed)

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Name of Subcontractor: _____
Contact Person: _____
Address: _____
Telephone: _____

Please state company name and authorized signature _____

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree 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. In order to have a drug-free program, a business shall:

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

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

(vendor's signature)

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid proposal, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid proposal packet. We suggest you include this completed checklist along with your bid. Items checked **Required** should be submitted at the time you submit your bid in order to facilitate the bid evaluation process. With the exception of the signed BIDDER ACKNOWLEDGEMENT the Polk County School Board reserves the right to request the required submittals listed below, after bid opening should the bidder not return these submittals with their bid packet. Any requested additional information must be received by the Polk County School Board Purchasing Department within two days after the date of the request for the additional information. Saturdays, Sundays and School Board Holidays shall be excluded from the two day time period provided by this paragraph. The request for additional information shall be in writing and will be sent via email or fax.

Verified	Required	Requested	Description of Submittal	Page No.
	x		Completed and signed <u>BIDDER ACKNOWLEDGEMENT</u> .	1
	x		Customer References (use enclosed form on pages 32).	32
	x		Provide the name, telephone number, fax number and email address of the person to be contacted during normal business hours for the coordination of service. An answering service will not satisfy this requirement. DAILY CONTACTS AND SUBCONTRACTORS FORM on page 34.	33
			Provide the name, telephone number and email address of the person to be contacted after normal business hours for the coordination of emergency service. An answering service will not satisfy this requirement. SERVICE COORDINATOR, EMERGENCY SERVICE COORDINATOR AND SUBCONTRACTORS FORM on page 34.	33
	x		List all Sub-contractors you will be using to perform the services under this contract. DAILY CONTACTS AND SUBCONTRACTORS FORM on page 34 (if applicable).	33
	x		Manufactures carpet warranty as specified in Section DD. 13.	16
	x		When bidding other than Reference brand submit carpet manufacture's specifications and sample book for each type and class carpet being bid.	11
		x	Completed and signed Drug Free Workplace Certification (optional).	34

Please state company name and authorized signature _____