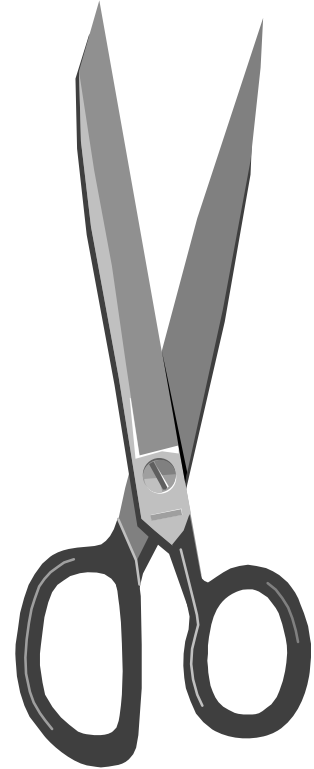


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid where requested.

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.:	106-MHH-0607
BID TITLE:	Term - Contract for Gym Floor Refinishing
DUE DATE/TIME:	June 7, 2007 @ 2:30PM
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/purchasing>. Click on “Vendor Application” from the menu at the top 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 _____ Term - Contract for Gym Floor Refinishing _____

Bid File Number 106-MHH-0607 Posted May 22, 2007

Sealed bids will be received until 2:30 PM on June 7, 2007 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

- CONTRACT PERIOD:** Bids that do not offer prices good until the following date will not be accepted: July 31, 2008. Contract(s) awarded from this bid will begin on June 27, 2007 and will run through July 31, 2008.
- F.O.B. DELIVERY POINT:** All prices bid must include delivery charges to stated destination(s) as follows: See bid form.
- POSTING OF BID AWARDS:** Recommended award of this bid will be posted at the School Board Administrative Offices on or about June 11, 2007 and will remain posted for a period of 72 hours. Bid tabulations will not be mailed. Bid files and tabulations may be examined during normal working hours.
- 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. 63-04-059207-53C)

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. **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.
19. **ATTACHMENTS:** All attached sheets are a part of this bid and any special conditions contained therein which are in conflict with the GENERAL INSTRUCTIONS AND CONDITIONS shall have precedence.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **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 and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgment form attests to this.
26. **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.

27. **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.
28. **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.
29. **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.
30. **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.
31. **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."

SCOTT CLANTON
DIRECTOR, PURCHASING AND WAREHOUSING

NOTE: The Bidder Acknowledgment on Page 1 MUST be signed for your bid to be considered.

Special Terms and Conditions

A. **SCOPE:** This bid is for the refinishing of Gym floors located in various schools throughout the Polk County School District. The Polk County School Board Maintenance Services department will utilize this bid. Vendors will bid on five (5) initial projects, located in the gyms of the following campus Frostproof Middle-Senior in Frostproof Florida, Jewett Middle Academy in Winter Haven Florida, Southwest Middle School in Lakeland Florida, Winter Haven Senior in Winter Haven Florida and George Jenkins Senior in Lakeland Florida. These projects will be utilized to determine the most appropriate vendors to be awarded this Term Contract, as noted in Section E below.

B. **MANDATORY PRE-BID CONFERENCE:** A "mandatory" Pre-Bid Conference will be held in the Purchasing Conference Room at the District Office, 1915 S. Floral Avenue, Bartow, Florida. The meeting shall start at 11:00 A.M. on **Wednesday, May 30, 2007**. Copies of FISH maps with the approximate square footage of each Gym for each of the initial sites will be available at the Pre-bid conference. Sealed Bids received from vendors that do not attend this meeting in its entirety will not be considered.

Important Note: In order to be considered for award of the Annual/Term Contract (see Section E) Vendors must be represented at the Conference referenced above.

C. **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.

D. **FINGERPRINTING AND BACKGROUND SCREENING REQUIREMENTS:**

1. During the 2005 Legislative Session, House Bill 1877, The Jessica Lunsford Act, was passed and approved by Governor Bush on May 2, 2005, with an effective date of September 1, 2005. Included in this bill is language that alters the provision of 1012.465, Florida Statutes. Our current interpretation of the applicable language is this law requires that vendor personnel who are permitted access on school grounds when students are present must meet level 2 screening requirements as described in s. 1012.32. The screening requirement includes fingerprinting, an F.D.L.E. background screening and any other appropriate background check. Please go to the School Board of Polk Co. website (<http://www.polk-fl.net/transportation/fingerprinting.htm>) for more complete information on this topic. Particular attention should be given to **The Superintendent's Notification Letter to Vendors, Vendor's Self Certification Form and the Letter from the Director of Safe Schools.**

At the time of the issuance of this Invitation to Bid the cost for fingerprinting and the issuance of a Vendor/Contractor ID Badge is \$61.00. The cost for employees that have been fingerprinted and cleared by another School District is \$5.00. The vendor shall be responsible for paying any fees related to background checks and any other fees that are required to meet state or local laws.

E. AWARD OF CONTRACT:

1. For evaluation purposes, vendors will be invited to bid on five (5) projects (Frostproof Middle-Senior, Jewett Middle Academy, Southwest Middle School, Winter Haven Senior and George Jenkins Senior), typical of projects likely to arise throughout the term of this bid, however; many of these future projects may be smaller or larger in scope than the original project. To be considered for an award of this term contract the vendor must submit bids for all five (5) projects. After bids are opened, tabulated and evaluated, it is anticipated there will be a recommendation presented to the School Board for award to the vendor(s) deemed to have submitted the lowest and best bid for each of the initial projects (Frostproof Middle-Senior, Jewett Middle Academy, Southwest Middle School, Winter Haven Senior and George Jenkins Senior). Purchase Order(s) will be issued to the vendor(s) deemed to have submitted the lowest and best bid for each of the initial projects (Frostproof Middle-Senior, Jewett Middle Academy, Southwest Middle School, Winter Haven Senior and George Jenkins Senior).

We further anticipate a recommendation presented to the School Board for award of this Term Contract to three (3) or more vendor(s) deemed to have submitted the lowest and best responsive bids. Pending approval by the Board, the vendors awarded this contract will be invited to submit quotes for subsequent projects as the need arises during the term of the bid. Purchase Orders will be issued for each subsequent project to the vendor submitting the written quote that best meets the needs of the District.

2. The School Board of Polk County reserves the right to reject any or all bids and to waive any informalities or irregularities in any bids received.
3. Award of the initial projects will be on a line item basis.

F. 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 Board may pursue any and all legal remedies as provided herein and by law. The Board 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 Board will be relieved of all obligations under said contract. The Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.

G. QUALIFICATION OF BIDDERS: In order to be considered for award of this bid, the bidder shall meet or exceed the following qualifications and provide documentation of same as requested below. Please return required submittal listed in items 1, 2 and 3 with your bid.

After bid opening the Polk County School Board reserves the right to request the required submittal listed below (References and subcontractors) should bidder not return these submittals with their bid packet. Any requested additional information and product data must be received by the Polk County School Board Purchasing Department within five (5) business days of the request. The request will be in writing and will be sent via email or fax.

1. The bidder shall have satisfactorily completed a minimum of three (3) recent projects refinishing gym floors. Bidder submittal shall list references for at least three (3) projects (please list school system projects, if applicable) and include for each: the project name and scope, owner name, account tenure (dates), contact person's name - address - telephone number.

The School Board of Polk County reserves the right to waive this submittal requirement for any bidder that has, in the recent past, satisfactorily performed similar services to the services requested in this bid for The School Board of Polk County.

2. The bidder should submit the name and address of any subcontracting firm the bidder intends to subcontract any portion of this work.
3. 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.

H. **SUBCONTRACTORS:** If a bidder intends to subcontract any portion of this work for any reason, the name and address of the subcontracting firm must be submitted along with their bid 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. and Section P. The School Board of Polk County 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 School Board of Polk County reserves the right to inspect all facilities of any subcontractor in order to make the determination as to the foregoing. In the event the School Board of Polk County elects to reject a subcontractor for cause, the bidder may submit another subcontractor, which will also be subject to approval by the School Board of Polk County.

I. **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 School Board of Polk County for the acts and omissions of its employees, but also for the employees of any of its subcontractors. The School Board of Polk County may reject and bar from any facility (for cause) any of the Contractor's employees, subcontractors, or agents.

J. **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 who will issue either a change order to the original purchase order or a supplemental purchase order. 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.

K. **USE OF OTHER CONTRACTS:** The School Board 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 School Board 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.

L. **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.

M. **ADDENDA:** It shall be the responsibility of each responding bidder to check The School Board of Polk County Purchasing Department website @ http://www.polk-fl.net/purchasing/current_bids.htm for addendum related to this bid and to obtain all addendum.

N. **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.

O. **ADDITIONAL PURCHASES:** The School Board of Polk county also reserves the right to issue additional purchase orders on bid prices for immediate delivery through the effective date of the bid.

P. **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 School Board a certificate of insurance showing his coverage with the following minimum requirements:

<u>TYPE OF INSURANCE</u>	<u>LIMITS OF LIABILITY</u>
Worker's Compensation	Statutory
Commercial General Liability	Combined 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.

Q. SUBSTITUTES:

- 1. Manufacturer's name, brand name and/or model number when used in these specifications are for the sole purpose of establishing minimum requirements for levels of quality or standards of performance and design required. They are in no way intended to prohibit the bidding of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording "NO SUBSTITUTION" is used. When an equal product is bid, the bidder will furnish with the Bid Proposal the factory information sheets (specifications, brochures, etc.) that show the product meets the required specifications; however, the bidder may be given the opportunity to submit the information sheets to the District during the bid evaluation period. At such time the bidder shall be given five (5) calendar days to submit the information. Failure to meet this requirement may result in that bid being rejected. The District shall be the sole judge of equality or similarity and it's decision shall be final
- 2. When "NO SUBSTITUTION" is used in combination with a manufacturer's name, brand name and/or model number, that named item is the only item that will be accepted by the District.
- 3. Manufacturer's standard information sheets, catalogues, brochures and all supporting documentation submitted must show the product meets or exceeds the required specifications. Bids that are submitted with standard product literature which offer technical data or product descriptions indicating the item or product bid does not meet the required specifications must be

Please state company name and authorized signature_____

accompanied by a letter on the bidder's company stationary identifying those differences and describing how compliance with the required specifications is to be accomplished. Failure to comply with this requirement may result in the rejection of that bid for not meeting the specifications.

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.

R. **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 @ www.polk-fl.net/purchasing 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

S. EXAMINATION OF CONTRACT DOCUMENTS AND SITES:

1. Before submitting a Bid, each Bidder should visit possible project sites to familiarize himself with the facilities and equipment that may in any manner affect performance of the work. It is the bidder's responsibility to fully understand the terms, conditions, work requirements and relation to any other work in the area including possible interference from academic or other school activities prior to his/her bid submission.
2. Bidders should consider federal, state or local laws, ordinances, rules and regulations that may in any way affect the performance of the work. Notify the Purchasing Administrator of all conflicts, errors and discrepancies (if any) in the Bid Documents.
3. The Bidder, by and through the submission of a bid, agrees that he shall be held responsible for having examined the facilities and equipment - familiarized himself with the nature and extent of the work and any local conditions that may affect work to be done and the technical expertise, equipment, materials, parts and labor required.

T. QUOTES: Quotes shall be neat and readable. The Contract Administrator must receive a response to written quotes requests at or before the due date and time as noted on the Request For Quote. Contractor shall commence work within ten (10) days after receipt of Purchase Order unless directed otherwise by the Contract Administrator.

U. CORRECTIONS: Punch list complaints shall be inspected by the contractor or his representative within three working days after notification of a discrepancy. Corrections shall be completed within five working after notification of discrepancy.

V. SIGN-OFF FOR COMPLETED WORK AND INVOICING: After completion of a project the Contract Administrator shall be notified the project is complete and the Contract Administrator or designee shall perform a walkthrough inspection. The Contract Administrator will then sign off the work as completed or make a punch list for the vendor to correct prior to authorization for payment.

1. Invoices are to be typed and must indicate the school name and applicable authorizing Purchase Order number. Invoices are to be numbered for positive identification.
2. In general, invoices received before Thursday noon will be paid within two (2) weeks. This will allow time for verification of satisfactory completion of work. Invoices shall be held until punch list items are resolved. Damages by a contractor shall be resolved prior to payment. Incomplete, inaccurate and improper invoices shall be returned.

W. CLEAN UP: All work shall be done in a neat and workmanlike manner. 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 unsalvageable materials at the contractor(s) expense.

The contractor shall, as a part of this job, properly store and secure any salvageable materials, at the location designated by the Contract Administrator.

X. **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.

Y. **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. **Scope of Work:**

- a. Awarded bidder shall sand smooth gym floor and furnish and apply one coat of oil modified sealer, provide game line stripping to match all existing game lines and if applicable any and all existing logos (color and texture to match existing game lines and logos) as per the specifications listed below.
- b. Awarded bidder shall furnish and apply three coats of oil modified finish as per the specifications listed below.

3. **Completion Dates:** The list below is the timeframe for completion of each of the gyms used for the evaluation of the initial projects. The completion dates will be listed in the purchase order of all subsequent projects resulting from this Term Contract.

- a. **Frostproof Middle-Senior Gym and Stage Floor:** Shall be completed by July 31, 2007.
- b. **Jewett Middle Academy Gym Floor:** Shall be completed by July 31, 2007.
- c. **Southwest Middle School Gym Floor:** Shall be completed by July 31, 2007.
- d. **Winter Haven Senior Gym Floor:** Work shall commence after August 6, 2007 and shall be completed by September 30, 2007.
- e. **George Jenkins Senior Gym Floor:** Work shall commence after August 6, 2007 and shall be completed by September 30, 2007.

4. Minimum Standards and Specifications: The following are minimum standards and specifications applicable to School Board Gym floor finishing reprinted directly from the "Polk County School Board Guideline Specifications".

2.04 MODIFIED OIL BASED FINISH

- A. Products for finishing shall be on the current MFMA floor finish list #10. Material referenced herein is that of "World Class Court & Gym Finish", POLO-PLAZ COATINGS USA, Inc. Provide material for three (3)-coat system.
- B. Stain: Minwax Dura Seal Penetrating Wood Finish, color as selected. Submit sample for approval prior to start of finish work in areas scheduled to receive stain.

2.05 LINE PAINT

- A. Acrylic latex (no vinyl) paint, specifically developed for gameline painting on hardwood floor, compatible with natural finish specified in 2.04 above.

3.02 SANDING AND FINISHING

- A. Floor shall be machine sanded after all other trades are completed. Perform a minimum of three (3) cuts, using coarse, medium and fine sandpapers, ending with 100 grit paper and 150 grit screen. The final sanding should provide a smooth and even surface, free from scratches. After sanding, thoroughly vacuum floor with heavy duty commercial type vacuum to remove all loose particles prior to application of sealer. Cover sanded floor with non-staining building paper to provide access for application of first finish coat.
- B. Typical finish is to be a three (3) coat system.
 - 1. Sealing: apply one (1) coat of BonaKemi Pacific Sport Sealer. Using a clean applicator, apply a liberal and uniform coat with a minimum coverage of approximately 500 sq. ft. per gallon. Allow to dry thoroughly, using a moisture meter to check dryness. When dry, buff with a green abrasive pad to prepare surface for game lines, borders, etc.
 - 2. Stage Floor: In lieu of standard clear sealer, apply one or more coats of stain to achieve appropriate level of tint to match approved sample.
- C. Game Lines, Borders and Logos: apply after sealer and before succeeding coat(s). Layout in accordance with drawings and current rules of National Federation of State High School Association (NFSHA). Lines shall be straight with sharp edges of colors as selected. Prepare lines by masking with a precision taping machine or striping tool. When using masking tape, tape shall be pulled as soon as the paint starts to dry or set. Apply as many coats as necessary to create a uniform and solid opaque line, but no less

than two (2) coats. After game markings have dried thoroughly, lightly abrade lines with a green abrasive pad and clean floor surface (do not use steel wool). Submit layout to PCSB for approval.

1. Refer to drawings for special marking requirements of volley ball and cross court markings. Note requirement of wide painted borders for main basketball court and solid painted keys. Provide in each end border profiled name of school or team as instructed. Provide lettering around center court circle for school initials/or team name. Provide for two logos to be painted on court as instructed, approximately 8'-0" x 8'-0" size.
 - a. The painted border at each end of main Basketball Court is to be 5'-6". The side borders are 3'-0" wide. A 2" wide court line is to be separated from the wide border by a 1" wide masked line of the natural floor finish. The game line is considered a part of the designated border width.
 - b. ARCHITECT will instruct and provide a layout for a team/ school name to be featured in each end court 5'-6" painted border. Letters will be +3'-6" high, have a 6" stroke width, painted a contrasting color and be separated from border as above. Submit to PCSB for approval.
 - c. The painted game lines for the two cross court basketball courts are to be only corner and line intersection marks sufficient to identify the court layout and not continuous lines.
 2. Corner and "T" intersections to be 12" line length, other single line marks to be 8" length and separated from other markings/borders to stand alone.
- D. Finishing: immediately before applying first coat of finish, floors are to be thoroughly tack ragged, paying close attention to edges and corners. With a clean applicator, apply an even coat of Pacific Sport Finish (approximately 500 sq. ft. per gallon). Allow to dry thoroughly. Screen with 120 or 150 grit screen to smooth the surface for bonding of the final coat. Vacuum, double tack rag and apply final coat of finish material (approximately 500 sq. ft. per gallon).
- E. Allow to dry overnight before subjecting to light traffic. The floor should be used with extreme care for the first week, closely monitoring traffic to prevent damage.
1. During finishing and drying time, floor must be free of dust and dirt. Avoid air currents that carry dust and dirt. Temperature of room and materials should be approximately 65 degrees F. or above during treatment. Allow adequate ventilation for proper curing.
 2. At Auditorium stage, after acceptance of stain application, coat floor with a final application of clear satin (low sheen) finish (2 such if only 1 coat of stain is applied to achieve a full 3 coat finish).

BID FORM

LOCATION	DESCRIPTION	PRICE
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1. **Frostproof Middle-Senior**
1000 North Palm Ave
Frostproof, FL 33843

Gym and Stage Floor - \$ _____
Sand and refinish as per the specifications
listed in Section Y. of the Special
Terms and Conditions.
Completed no later than July 31, 2007.

ESTIMATED TIME FOR COMPLETION AFTER RECEIPT OF PURCHASE ORDER: _____ DAYS.

State Warranty Offered: _____

2. **Jewett Middle Academy**
601 Avenue T Northeast
Winter Haven, FL 33881

Gym Floor - \$ _____
Sand and refinish as per the specifications
listed in Section Y. of the Special
Terms and Conditions.
Completed no later than July 31, 2007.

ESTIMATED TIME FOR COMPLETION AFTER RECEIPT OF PURCHASE ORDER: _____ DAYS.

State Warranty Offered: _____

3. **Southwest Middle School**
2815 Eden Parkway
Lakeland, FL 33803

Gym Floor - \$ _____
Sand and refinish as per the specifications
listed in Section Y. of the Special
Terms and Conditions.
Completed no later than July 31, 2007.

ESTIMATED TIME FOR COMPLETION AFTER RECEIPT OF PURCHASE ORDER: _____ DAYS.

State Warranty Offered: _____

Please state company name and authorized signature _____

BID FORM continued

LOCATION	DESCRIPTION	PRICE
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4. Winter Haven Senior
600 6th Street Southeast
Winter Haven, FL 33880

Gym Floor - \$ _____
Sand and refinish as per the specifications listed in Section Y. of the Special Terms and Conditions.
Work shall commence after August 6, 2007 and be completed by September 30, 2007

ESTIMATED TIME FOR COMPLETION AFTER RECEIPT OF PURCHASE ORDER: _____ DAYS.

State Warranty Offered: _____

5. George Jenkins Senior
6000 Lakeland Highlands Road
Lakeland, FL 33813

Gym Floor - \$ _____
Sand and refinish as per the specifications listed in Section Y. of the Special Terms and Conditions.
Work shall commence after August 6, 2007 and be completed by September 30, 2007

ESTIMATED TIME FOR COMPLETION AFTER RECEIPT OF PURCHASE ORDER: _____ DAYS.

State Warranty Offered: _____

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 _____