

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b>		<b>INVITATION FOR BID</b>	
<b>SUBMIT BID TO:</b> See <i>Bid mailing instructions on page 2</i>		<b>Bidder Acknowledgement and Acceptance Form</b>	
<b>BID TITLE:</b> MODULAR CARPET & RESILIENT FLOORING (FURNISH/INSTALL) – ANNUAL CONTRACT		<b>BID NO.</b> 22-20	
<b>DELIVERY F.O.B. DESTINATION:</b> All designated Schools, Centers and Support Sites		<b>ISSUE DATE:</b> April 14, 2022 <b>PURCHASING DEPARTMENT PHONE/FAX #</b> (352) 955-7582 / (844) 269-9018	
<b>BID DUE DATE AND TIME:</b> May 03, 2022 at 3:00 p.m. (EST) A pre-bid meeting is scheduled for n/a.		<b>BID OPENING:</b> Purchasing Department	

The undersigned ("Bidder") hereby submits the following offer and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Invitation For Bid ("IFB"), inclusive of the contents of any Addenda hereto. Bidder agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this IFB. Further, Bidder attests that it has not divulged, discussed, or compared this offer with any other Bidder and has not colluded with any other Bidder in the preparation of this offer in order to gain an unfair advantage in the award of the pending contract. Finally, Bidder acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

BIDDER NAME:

SIGNATURE OF OWNER OR  
AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER MAILING ADDRESS:

AREA CODE/PHONE #:

FAX #:

BIDDER EMAIL ADDRESS:

BIDDER WEB ADDRESS:

DATE:

EIN/FEDERAL TAX ID#:

**PURCHASING CARDS:**

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. Bidder, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this IFB using the purchasing card.

**NO BID THE PROSPECTIVE BIDDER HEREBY SUBMITS A "NO BID" FOR THE REASON(S) NOTED BELOW:**

- |   |  |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the IFB         | <input type="checkbox"/> 4. Our production/service schedule will not permit a response |
| <input type="checkbox"/> 2. Could not meet the specifications               | <input type="checkbox"/> 5. Remove our name from this bid list only                    |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____  |

**FAX THIS "NO BID" FORM TO (844) 269-9018. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN BIDDER'S REMOVAL FROM SBAC'S ACTIVE BIDDERS LIST.**

**USE OF FEDERAL FUNDS:** If SBAC intends to utilize Federal funds to make purchases using the contract formed as a result of this IFB, then one or more of the paragraphs listed below (ref. Attachment A, General Conditions, Instructions to Bidders) will be checked. Paragraphs not checked below do not apply to this IFB.

- ☐ Paragraph 66   ☐ Paragraph 67   ☐ Paragraph 68   ☐ Paragraph 69   ☐ Paragraph 70   ☐ Paragraph 71   ☐ Paragraph 72   ☐ Paragraph 73  
☐ Paragraph 74

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT [WWW.SBAC.EDU](http://WWW.SBAC.EDU). THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT BID OPPORTUNITES AND INFORMATION ON AWARDED CONTRACTS.

**Bidder's sealed Bid must be received in the Purchasing Department on or before the date and time specified above.**

**If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), address Bid to:**

**School Board of Alachua County  
District Office  
Attn: Purchasing Department  
620 East University Avenue  
Gainesville, FL 32601**

**If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of District Office at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.**

**Bids received after the specified date and time are late and will not be considered for award. Late Bids will be returned unopened to the Bidder. The responsibility for delivering Bids to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Bidder. Bids delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what time a Bid is received.**

At this time a public opening of Bids received will be held. At a regularly scheduled meeting of the Board, the Bids as so opened, tabulated and evaluated as prescribed, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Bid accepted or contract awarded shall be to the low responsive and responsible Bidder meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this IFB.

**Bid Package:** Mark in lower left-hand corner of the envelope containing your Bid, **"IFB #22-20, MODULAR CARPET & RESILIENT FLOORING (FURNISH/INSTALL)", TO BE OPENED AT 3:00 P.M., MAY 03, 2022.** Mark your company name and address on upper left-hand corner of the envelope. Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the School Board of Alachua County is tax exempt.

This IFB, including the General Conditions, Instructions to Bidders–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Bidder's offer and by reference are made a part thereof:

- ☒ BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- ☒ SUBMITTALS CHECKLIST FORM
- ☒ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- ☒ JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
- ☒ SMALL/MINORITY BUSINESS ENTERPRISE FORM
- ☒ INSURANCE CERTIFICATION FORM
- ☒ ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ☒ ATTACHMENT B - GENERAL/TECHNICAL SPECIFICATIONS
- ☒ ATTACHMENT C - FORM OF PROPOSAL AND BIDDER QUESTIONNAIRE
- ☒ APPENDIX A – WORK PROPOSAL FORM

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### SUBMITTALS CHECKLIST

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This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall ☒ each box in the “Verified” column to indicate that the item is included in its Bid. Bidder shall then include the completed checklist in its Bid.

Bidder shall submit one (1) original copy of Bid response only in the following order as indicated below. It is not necessary to return a copy of issued Bid in its entirety.

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Debarment Form	5
<input type="checkbox"/>	Jessica Lunsford Act Form	6
<input type="checkbox"/>	Small/Minority Business Enterprise Form	7
<input type="checkbox"/>	Insurance Certification Form	9
<input type="checkbox"/>	Attachment C – Form of Proposal	38-40
<input type="checkbox"/>	Questionnaire	41-42
<input type="checkbox"/>	References	43-44
<input type="checkbox"/>	Product Literature and Specifications	26
<input type="checkbox"/>		
<input type="checkbox"/>		
<b>REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (<a href="http://www.sbac.edu">www.sbac.edu</a>)</b>		

**FAILURE TO SUBMIT ALL INFORMATION AS REQUESTED WITH BID RESPONSE MAY CAUSE BID TO BE DECLARED NON-RESPONSIVE.**

This form is ☐ applicable to this IFB and **shall** be included in Bidder's Bid (Please reference Attachment A, Item 63 below).

This form is ☒ not applicable to this IFB and **shall not** be included in Bidder's Bid.

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM**

*(To be completed by each Bidder or Bid will be deemed Non-Responsive)*

Name of Bidder: \_\_\_\_\_

Identify the state in which the Bidder has its principal place of business: \_\_\_\_\_

**INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your Bid. No further action is required.**

**IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your Bid.**

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

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

**(To be completed by the Attorney of the Out of State Vendor, Please Select One)**

☐ The Bidder's principal place of business is in the State of \_\_\_\_\_, and it is my legal opinion that the laws of this state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in this state.

☐ The Bidder's principal place of business is in the State of \_\_\_\_\_, and it is my legal opinion that the laws of this state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this state: **[Attach a document describing the applicable preference(s) and identifying the applicable state law(s)].**

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

**(To be completed by the Attorney of the Out of State Vendor, Please Select One)**

☐ The Bidder's principal place of business is in the political subdivision of \_\_\_\_\_, and it is my legal opinion that the laws of this political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal place of business are in this political subdivision.

☐ The bidder's principal place of business is in the political subdivision of \_\_\_\_\_, and it is my legal opinion that the laws of this political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this political subdivision: **[Attach a document describing the applicable preference(s) and identifying the applicable authority granting the preference(s)].**

Signature of out-of-state bidder's attorney: \_\_\_\_\_

Printed name of out-of-state bidder's attorney: \_\_\_\_\_

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

Telephone Number of out-of-state bidder's attorney: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

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

Attorney's state of bar admission and bar/license #: \_\_\_\_\_

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## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

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This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

### Instructions for Certification

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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### Certification

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

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME  IFB #22-20, Modular Carpet & Resilient Flooring (Furnish/Install)
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM

The School Board is required to conduct background screening of Bidders (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to [www.sbac.edu](http://www.sbac.edu) for finger printing and Level 2 screening procedures). Background screening includes submission of Bidder's fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Bidder.

- A. If Bidder's performance either **is** anticipated to result in direct contact with students, or will give Bidder access to or control of school funds, then the screening standard is that Bidder may not have been convicted of a crime involving moral turpitude. The School Board has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Bidder's performance **is not** anticipated to result in direct contact with students, then the screening standard is that Bidder may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435](#)(1)(a)1., relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

**Exemptions from fingerprint based background screening:** If Bidder's work is non-instructional in nature, then Bidder may be exempt from the background screening requirements above if Bidder meets one of the following criteria: **1)** Bidder is under the direct supervision of a School Board employee or contractor or one or more Bidder employees who have had a criminal history check and meet the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Bidder employees is physically present with Bidder when Bidder has access to a student and the access remains in the School Board employee's or the contractor's or one or more Bidder employees' line of sight; **2)** Bidder is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Bidder submits evidence of meeting the following criteria: a) Bidder meets the screening standards in s. 435.04, b) Bidder's license or certificate is active and in good standing, if Bidder is a licensee or certificate-holder, c) Bidder has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Bidder is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Bidder's employer; **4)** Bidder is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Bidder remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Bidder provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

**However, even if Bidder is an exempt as defined above, Bidder will be subject to a search of Bidder's name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.**

### **Certification**

By submitting a Bid in response to this IFB, Bidder swears and affirms under penalty of perjury that all of its employees, agents, and sub-contractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida. Failure to comply with this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Bidder agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Bidder's failure to comply with this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida.

NAME OF BIDDER	BID # AND TITLE
IFB 22-20, Modular Carpet & Resilient Flooring (Furnish/Install)	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable<sup>1</sup>, Bidder represents that it is either a

☐ Small Business Enterprise, as defined in FS 288.703(1),

or a

☐ Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

☐ State of Florida, Department of Management Services, Office of Supplier Diversity

☐ City of Gainesville Florida Small Business Procurement Program

☐ Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: \_\_\_\_\_

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this IFB to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation (see above)</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER	BID # AND TITLE
IFB #22-20, Modular Carpet & Resilient Flooring (Furnish/Install)	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

<sup>1</sup> If Bidder is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this IFB to a S/MBE, then Bidder shall not execute this form.

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## COMMON CARRIER INSURANCE WAIVER REQUEST FORM

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This waiver is ☐ applicable to the IFB. This waiver is ☒ not applicable to the IFB.

Bidder certifies that it will provide the commodities or products described herein in accordance with Attachment A, Item 53, and requests a waiver of the insurance requirements contained in the Insurance Certification Form.

If, at any time during the term of the contract and any renewal period, the conditions under which the waiver was granted change, Bidder shall immediately notify SBAC and submit proof of insurance in accordance with the Insurance Certification Form. Failure to provide timely notice or insurance as required herein shall constitute a breach of contract.

If Bidder requests a waiver from the insurance requirements stated herein, then the Insurance Certification Form shall not be included in Bidder's Bid.

NAME OF BIDDER	BID # AND TITLE
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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## INSURANCE CERTIFICATION FORM

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This form ☒ is applicable ☐ is not applicable to the IFB.

Bidder shall, at Bidder's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Bidder:

Applicable ☒ Not Applicable ☐

*Workers Compensation – Coverage A*

- **Statutory**
- **An exemption certificate from the State will be required if Bidder claims exemption from Workers Compensation Insurance**

*Comprehensive General Liability*

- **\$1,000,000 Each Occurrence**
- **\$1,000,000 Per Project Aggregate**
- **\$1,000,000 Products and Completed Operations Aggregate**
- **Premises Operations**
- **Blanket Contractual Liability**
- **Personal Injury Liability**
- **Expanded Definition of Property Damage**

*Comprehensive Automobile Liability (Combined Single Limit)*

- **\$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒

**Professional Liability Insurance - \$1,000,000 Each Occurrence (*Laboratory only*)**

Applicable ☐ Not Applicable ☒

**Pollution Liability Insurance - \$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒

**Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence**

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Bidder shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* **Bidder is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.** Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

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**By signing this form, Bidder warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Bidder. If selected for contract award, Bidder shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail or express delivery to: 620 East University Avenue, Gainesville Florida, 32601; by hand to: Purchasing Department located on second floor (Room 02-212) of Kirby Smith Administration Building at above address; by facsimile transmission to: 844.269.9018).**

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

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

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Inquiries regarding Bidder's insurance coverage and certificates should be addressed to:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

# ATTACHMENT A

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

### 1. DEFINITIONS:

Invitation for Bids (IFB)-a formal request to prospective vendors soliciting bids, which contains the specifications or scope of services and all contractual terms and conditions.

Bid-an offer submitted by a prospective vendor in response to an invitation for bid (IFB).

Offer-a response to an IFB that, if accepted, would bind the vendor making the offer to perform the resulting Contract.

Bidder- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Bid in response to an IFB.

Responsive Bidder-a vendor who has submitted a Bid that conforms in all material respects to the requirements stated in the IFB.

Responsible Bidder-a Bidder who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Lowest Responsible Bidder-the Bidder that submitted a responsive Bid at the lowest price of all the responsive Bids submitted, and whose past performance and financial capability is deemed acceptable.

Alternate Bid-a sealed Bid that intentionally deviates from the IFB specifications and is submitted by a Bidder for consideration by SBAC (see below).

Contract-The submission of a Bid constitutes an offer by the Bidder. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or services pursuant to the IFB. The Bidder's offer, the IFB document, and the corresponding purchase order(s) constitute the complete agreement between the successful Bidder and SBAC. Unless otherwise stipulated in the IFB documents, no other contract documents shall be issued or accepted.

### 2. ORDER OF PRECEDENCE: In the event of any inconsistency between Attachment A and the other documents that together comprise this IFB, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

### 3. GENERAL BIDDERS INFORMATION: Interested Bidders are advised that SBAC will not, unless specified elsewhere in the IFB document, consider Bids that contain an escalation clause, nor may a successful Bidder seek an increase in price of the items awarded to them under this Bid.

It is understood that normal Bid processing time will be 30 - 60 days after the Bid opening date and that Bid prices will be firm through Bid processing time and delivery of items awarded via Purchase Order.

SBAC reserves the right in its sole discretion to waive any irregularities or minor technicalities in Bids received, reject any or all Bids, accept any part thereof, award to other than the low Bidder, award in the best interest of the SBAC, or cancel the IFB at its discretion.

A signed Bid shall be considered an Offer on the part of the Bidder, which Offer shall be deemed accepted upon approval by SBAC. In the event of a default by the Bidder after such acceptance, SBAC may take such action as it deems appropriate including legal action for damages or specific performance.

The successful Bidder shall give first priority to SBAC in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by SBAC.

4. **BID OPENING:** Shall be public at the time and date specified elsewhere in this IFB. It is the Bidder's responsibility to ensure that the Bid is delivered at the proper time and place. Bids received after the date and time specified in the IFB will be returned to the Bidder unopened. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.

5. **AWARD:** SBAC will award a Contract to the lowest responsive and responsible Bidder.

SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 62 below.

6. **WORK CONDITIONS/IFB EXAMINATION:** Bidders shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Contract and shall thoroughly examine and be familiar with the IFB requirements. The failure or omission of any Bidder to become familiar with local work conditions or to examine the IFB shall in no way relieve it of its obligations with respect to the IFB or the subsequent Contract.

7. **SILENCE OF THE SPECIFICATIONS:** The apparent silence of the IFB specifications as to any detail, or the omission from the specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the specifications shall be made on the basis of this statement.

8. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Bid 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 IFB, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this IFB are applicable and in full force and effect. The Bidder's authorized signature appearing elsewhere in the IFB attests to this.

9. **MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS:** Unless expressly stated otherwise in the IFB, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the IFB, Bidders may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" Bids, Bidders shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Bidders shall submit with their Bids detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Bidder's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

This responsibility does not rest with SBAC. SBAC reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Bids that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award. If a Bidder fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s).

SBAC reserves the right to request from Bidders separate manufacturer certification of all statements made in the Bids.

10. TIE BIDS: shall be resolved in accordance with Board Policy 6320, section titled "Identical Low Bids."
11. FORM: Bids must be typed or printed in ink on the form contained in or prescribed by the IFB and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
12. COMMUNICATION WITH SBAC EMPLOYEES: Prior to the IFB due date and during evaluation of Bids by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the IFB and the contents therein is prohibited, and shall constitute good cause for disqualifying a Bidder. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the IFB in writing.
13. CONFLICT OF INTEREST: Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of SBAC. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.
14. LOBBYING: BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.  
  
LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER BID ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.  
  
ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.  
  
VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE BIDDER.
15. COLLUSION: The Bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.
16. INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA: No interpretation of the meaning of the IFB documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. To be enforceable, all requests for interpretation, correction, or clarification of the IFB documents shall be made by Bidders no later than 72 hours (weekends, holidays not included) prior to the IFB due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the IFB due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the IFB documents. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the IFB documents. Bidders should address any questions regarding this Bid to SBAC Purchasing Department, at A/C 352-955-7582.  
  
It is the responsibility of the Bidder to frequently check the SBAC Purchasing website at [www.sbac.edu/~purchase/bidop.htm](http://www.sbac.edu/~purchase/bidop.htm) to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.
17. LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.
18. BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.
19. BID WITHDRAWAL, CORRECTION: Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.  
  
A request for Bid withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Bidder desiring to withdraw the Bid. A verbal request to withdraw a Bid will not be accepted. A Bid withdrawal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.  
  
A potential Bidder desiring to correct or amend its Bid must do so by replacing the Bid package currently in the Purchasing Department's possession with a new Bid package, which must meet the requirements of the IFB and be properly sealed and identified in order to be considered for award. An amended or corrected Bid package must be accompanied by a letter requesting that it be substituted for the Bid currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Bidder desiring to correct or amend its Bid. Such a request must be received in sufficient time for the substitution to be made.
20. ONE PRICE ONLY: Bidders shall submit only one price for each product or service listed. If multiple prices are proposed for any single product or service, the Bid will be rejected for that item only.
21. ALTERNATE BID: shall be clearly identified as such on the outside of the Bid package by using the term "ALTERNATE BID" (see page two for additional packaging instructions). If an Alternate Bid is accepted, SBAC will cancel the current procurement and develop a new IFB using as the basis for its specifications the product and/or services contained in the Alternate Bid. Sole source Alternate Bids will typically not be considered by SBAC.
22. BUDGETARY LIMITATIONS: SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations. SBAC also reserves the right to issue Purchase Orders on Bid prices for delivery through the effective date of the Bid.
23. QUANTITY ESTIMATES: Quantities shown are estimated amounts only and are presented to assist Bidders in the development of their Bids. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the IFB, minimum cost or quantity order requirements are not allowed. Bids received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items Bid that are responsive in accordance with the requirements of the IFB.
24. SAMPLES: If required, samples submitted by the Bidder, unless elsewhere indicated in this IFB, shall become the property of the SBAC. Samples shall be provided at no cost to the SBAC. Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the IFB number, IFB title, and the IFB opening date and time.  
  
Unless otherwise specified, all samples must be submitted to the Purchasing Department.

25. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the IFB, all specified products contained in each Bid shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the IFB, will not be considered. Any Bidder proposing such items will be deemed non-responsive.
- At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Bidder shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products.
- In accordance with the IFB, Bidder shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Bidder) for reasons attributable to Bidder, Bidder shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall reperform the defective services at no cost to SBAC.
26. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
27. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful Bidder(s), purchases may be made under this Bid by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.
28. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if a Bidder currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this Bid, the Bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Bids and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.
- SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Bid received as a result of the IFB, if it is in its best interests to do so.
29. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the IFB, unsatisfactory performance by a Bidder on previous Contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.
30. **BIDDER REPRESENTATIONS AND QUALIFICATIONS:** Bidder warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the IFB. By submitting a signed Bid, Bidder acknowledges that SBAC is relying on the representations and warranties made by the Bidder.
31. **DISPUTE:** With respect to a protest of the specifications contained in an IFB, the notice of protest shall be filed in writing within seventy-two (72) hours after posting of the IFB on the Purchasing Department's Bid Opportunities web page, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.
- Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Bidder who disputes the Contract award recommendation of any Bid shall file a notice of protest in writing within seventy-two (72) hours of the Bid tabulation posting and submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.
- The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid. Any notice of protest or formal written protest of the specifications or contract award recommendation shall be filed with the Purchasing Agent.
32. **BID TABULATIONS:** Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page and will also be available for review in the Purchasing Department.
33. **NOTIFICATION OF AWARD:** Unsuccessful Bidders will not receive notification of award. Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.
34. **DELIVERY:** Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services.
- Time is of the essence. Delivery and/or service completion dates contained in the IFB, or proposed by the successful Bidder and accepted by SBAC, shall be firm. The Purchasing Department must approve in writing any deviation from the Contracted delivery and/or service completion dates. Failure to complete the Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Bidder from doing business with SBAC.
35. **TAX EXEMPTIONS:** SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192. Tax exemption certificates.
36. **SAFETY STANDARDS:** At a minimum, Bidder warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.
- Bidder will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Bidder may be disbarred from participating in any IFB, Request for Quotation, and other purchases of goods and services made by SBAC for a period of 12 months.
37. **MATERIAL SAFETY DATA SHEETS:** Any items Bid that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.

38. **INSPECTIONS:** All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the IFB will be returned and/or re-performed at the Bidder's risk and expense.

39. **FACILITY INSPECTION:** SBAC reserves the right to inspect or have its representatives inspect the Bidder's facilities, including those of its subcontractors, if any, at any reasonable time.

40. **BIDDER PERSONNEL:** Bidder shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the IFB, to provide the goods and/or services described herein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Bidder, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Bidder employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Bidder will in no way relieve Bidder from its responsibilities hereunder.

Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.

When accessing any SBAC site, Bidder shall notify department or school personnel and follow customary sign-in procedures. All Bidder personnel shall wear clothing identifying them as an employee of the Bidder (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

41. **DELIVERY NOTICE:** Unless specified elsewhere, the successful Bidder shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the IFB to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.

42. **INVOICES:** Unless specified elsewhere, invoices shall be submitted in accordance with one of the following options: Hard copy, in duplicate, to SBAC at Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601, or via email to [accountspayable@gm.sbac.edu](mailto:accountspayable@gm.sbac.edu). All invoices shall, at a minimum, include the following:

- ✓ IFB #;
- ✓ Purchase Order #;
- ✓ Description of goods and/or services, including quantities;
- ✓ Awarded unit price(s) and extended total(s)

Payment shall be made for goods and/or services provided in accordance with the IFB, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days. The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available.

SBAC will not process, and Bidder waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Purchasing and Finance Departments.

43. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.

44. **LICENSING/PERMITS:** Prior to starting work, the successful Bidder shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.

45. **REGULATORY COMPLIANCE:** Bidder shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the IFB.

46. **TERMINATION FOR CONVENIENCE:** SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Bidder. SBAC shall compensate the Bidder for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.

47. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate any Contract resulting from this IFB for failure of the Contracted Bidder to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Bidder. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Bidder shall reimburse SBAC any excess costs incurred thereby.

48. **INDEPENDENT CONTRACTOR:** Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.

49. **SUBCONTRACTS:** The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.

50. **ASSIGNMENT:** Any Contract between the successful Bidder and SBAC shall not be assigned by the successful Bidder without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.

51. **ANTI-DISCRIMINATION/EQUAL OPPORTUNITY:** Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

Further, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

52. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory bidder list may not submit a bid on a contract to provide 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 award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

53. **COMMON CARRIER WAIVER:** In the event Bidder and its employee’s will not enter onto SBAC property during the base contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Bidder, during the base contract term and any renewal period, then Bidder may complete the Common Carrier Insurance form included herein to request an exemption from the IFB’s insurance requirements described the Insurance Certification Form.

54. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney’s fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker’s compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney’s fees, incurred by SBAC to enforce this agreement shall be borne by the Bidder.

Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the Bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

The Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract.

55. **DEFAULT:** In addition to other rights and remedies provided herein, in the event the successful Bidder should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience

56. **RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT’S BUY AMERICAN PROVISION:** To the maximum extent practicable, the School Board of Alachua County Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, “substantially” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Bidder certifies that each item contained in its Bid complies with Richard B. Russell National School Lunch Act’s Buy American Provision and that at least 51% of the content of each item contained in its Bid consists of agricultural products that were grown domestically. Bidder shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Bidder shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

57. **CONE OF SILENCE:** A Cone of Silence is in effect for this IFB as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at [www.sbac.edu/~purchase/bidop.htm](http://www.sbac.edu/~purchase/bidop.htm). The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding this IFB between:

- A. a potential vendor, service provider, Bidder, lobbyist, or consultant and the staff of the Alachua County Public Schools, including school principals; and
- B. a potential vendor, service provider, bidder, lobbyist, or consultant and any one or more of the School Board members or members-elect.

Unless specifically provided otherwise in the IFB, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC’s Purchasing Department;
- B. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC’s Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Bidder, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Bidder, proposer, respondent and/or representative’s bid, proposal, or offer and may render any contract award to said Bidder, proposer or respondent voidable.

58. **LEASE OR MAINTENANCE AGREEMENT TERMINATION:** Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC’s fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Bidder and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

59. **LIFE CYCLE COSTING:** If so specified in the IFB, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
60. **WARRANTY OF ABILITY TO PERFORM:** 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 Bidder's ability to satisfy its Contract obligations. It shall be the responsibility of Bidder to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Bidder files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.
61. **RECORDS RETENTION AND ACCESS:** Bidder shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Bidder shall, with reasonable notice, provide SBAC access to these records during the above retention period.
62. **CONFIDENTIAL INFORMATION:** Bidder recognizes and acknowledges that Bidder, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Bidder agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the contract resulting from this IFB, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following expiration of said contract, Bidder, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Bidder's facilities and equipment. Temporary access to SBAC data or networks may only be authorized by calling the Help Desk at 352.955.7500. Bidder shall be required to complete an access request form. The form, along with a copy of the contract award letter or IFB document, will be sent to the IT Department for processing. Temporary access to SBAC data or networks will terminate on or before the contract expiration date. Further, Bidder shall comply with SBAC's "Information Security Responsibilities" document, incorporated herein by reference, available at [http://www.sbac.edu/files/\\_IOHzs/\\_a70b66390a32737c3745a49013852ec4/Yearly/ACPSINFOSECRES\\_1.pdf](http://www.sbac.edu/files/_IOHzs/_a70b66390a32737c3745a49013852ec4/Yearly/ACPSINFOSECRES_1.pdf).
63. **FLORIDA PREFERENCE:** When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

64. Bidder is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Bidders duties under this IFB, and will specifically: a. Keep and maintain public records required by SBAC to perform the service; b. Upon request from SBAC's custodian of public records, provide SBAC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law; c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Bidder does not transfer the records to SBAC; d. Upon completion of the contract, transfer, at no cost, to SBAC all public records in possession of Bidder or keep and maintain public records required by SBAC to perform the service. If Bidder elects to transfer all public records to SBAC upon completion of the contract, Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bidder keeps and maintains public records upon completion of the contract, Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.
65. **NONACADEMIC COMMODITIES AND SERVICES:** In accordance with §1010.04 Florida Statutes, SBAC has reviewed the purchasing agreements and state term contracts available under §287.056 Florida Statutes for the nonacademic commodities or contractual services described in this IFB. This review requirement does not apply to commodities or services eligible for reimbursement under the federal government's E-rate program, which is administered by the Universal Service Administrative Company.

ITEMS 66-74 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL BIDDER(S).

66. **COPELAND "ANTI-KICKBACK" ACT:** All Bidders and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") on all federally funded contracts exceeding \$2,000. The Act provides that each Bidder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SBAC will report all suspected or reported violations to the Federal awarding agency.
67. **DAVIS BACON ACT** (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Bidders shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") on all federally funded contracts exceeding \$2,000. In accordance with the statute, Bidders must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Bidder during the term of the contract as updated by the Department of Labor. Contract award is conditioned upon the acceptance of the wage determination(s) by Bidders. SBAC will report all suspected or reported violations to the Federal awarding agency.

68. **CONTRACT WORK HOURS & SAFETY ACT** (34 CFR 80.36(i)(6)): Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.
69. **CLEAN AIR ACT** (42 U.S.C. 7401-7671q.) **AND THE FEDERAL WATER POLLUTION CONTROL ACT** (33 U.S.C. 1251-1387), **AS AMENDED**: For Contracts exceeding of \$150,000, Bidder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
70. **BYRD ANTI-LOBBYING AMENDMENT** (31 U.S.C. 1352): For Contracts exceeding \$100,000, Bidders shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.
71. **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT**: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
72. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
73. **DRUG-FREE WORKPLACE CERTIFICATION**: Tie Bid preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) 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; b) 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; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) 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 contract, 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; e) 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; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
74. **ENERGY POLICY AND CONSERVATION ACT** [APPENDIX II TO 2 CRF 200]- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
75. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**: A Bidder that, at the time of bidding or submitting a Bid for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this IFB, Bidder certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473. Any Bidder awarded a contract as a result of this IFB shall be required to recertify at each renewal of the contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SBAC may terminate any contract resulting from this IFB if Bidder or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, SBAC reserves the right and may, in its sole discretion, on a case by case basis, permit a Bidder on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should SBAC determine that the conditions set forth in Section 287.135(4) are met.
76. **E-VERIFY**: (A) Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, Bidder shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Contract; (B) Subcontractors and Consultants: (i) Bidder shall require all subcontractors and consultants performing work under this Contract to use the E-Verify system for any employees they may hire during the term of this Contract, (ii) Subcontractors and Consultants shall provide Bidder with an affidavit stating the subcontractor or consultant does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095, (iii) Bidder shall maintain a copy of all affidavits, (iv) Bidder shall, within 24 hours of request by SBAC, provide a copy of affidavit to SBAC; (C) Bidder must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Bidder's E-Verify number; (D) Failure to comply with this provision is a material breach of the Contract, and SBAC may choose to terminate the Contract at its sole discretion. Bidder may be liable for all costs associated with SBAC securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

ATTACHMENT B  
GENERAL/TECHNICAL SPECIFICATIONS  
IFB 22-20  
CARPET & RESILIENT FLOORING  
(FURNISH/INSTALL) – ANNUAL CONTRACT

The School Board of Alachua County (“SBAC” or “District”) is seeking prospective Bidders to respond to this Invitation For Bid (hereinafter “IFB”) to provide the specified services in accordance with the following specifications.

**1. Scope of Service:** The purpose of this IFB is to solicit multiple service providers (hereinafter “Bidder”), and establish a full service contract for the provision of flooring services that are common and necessary to the operations and infrastructure of a K12 school facility. SBAC is a rural school district in north central Florida that currently serves a population of approximately 30,000 students, located in (22) elementary schools, (07) middle schools, (07) high schools, and (06) centers. The District also maintains six (06) other ancillary support sites and approximately (325) portable buildings.

In brief, the scope of contract shall require Bidder to furnish, deliver, and install quality modular carpet and resilient flooring as need may arise at any facility within the District. It is the intent of the District that this be a full-service contract. Project work shall generally consist of new installation and replacement of existing flooring, and other contract related services commonly provided by commercial flooring dealers including, but not limited to, flooring repair, flooring removal and disposal, substrate floor prep, installation of vinyl cove molding and transition strips, and thorough clean-up upon completion of work.

Service requests shall be on an “as needed” basis throughout the term of the contract. Service work may significantly vary in scope and size and be scheduled on an irregular basis. Due to safety and site accessibility concerns, the District, at its sole discretion, may schedule work after normal facility operating hours, including weekday evenings and weekends. Service response shall be required at any facility site within the District. All work performed shall be billed in accordance with established contract unit pricing. Bidder shall provide all technical expertise, qualified labor, supervision, transportation, customary tools, equipment, and supplies, and other services that are necessary for the proper execution and performance of the contract.

Bidder shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all services in a manner that is safe, effective, efficient, environmentally acceptable, and compliant with all regulatory requirements.

**2. Tentative Schedule:**

- April 14, 2022 ..... Invitation for Bid Issued
- April 22, 2022 ..... Last Day for Submittal of Questions
- May 03, 2022 ..... Bid Due Date
- May 17, 2022 ..... Planned Award Date
- August 01, 2022..... Commencement of Services

**3. Questions:** Any inquiries, questions and requests for clarification of the IFB document shall be directed in writing to Jeff Garcia/Sr. Buyer via email ([garciaj@gm.sbac.edu](mailto:garciaj@gm.sbac.edu)) or facsimile (844 269-9018) by no later than close of business on April 22, 2022. The District shall not respond to questions received after this date. Should it be necessary to revise the IFB, such clarification or revision shall be by written addendum and posted on the Purchasing Department website. SBAC shall not be responsible for any verbal communication between any employee of the District and prospective Bidder. All addenda to the IFB shall become part of the IFB and any awarded contract. It shall be the responsibility of Bidder to visit the Purchasing Department website for any issued addenda prior to submission of Bid response. The District shall not email or send addenda directly to prospective Bidders.

**4. Award:** The District anticipates making award of a contract on a lot by lot basis to the low, responsive, and responsible Bidder in the opinion of SBAC. In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of Bidder, including relevant expertise, experience, and capacity to perform the requirements as specified herein. The District may also consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications.

**5. Contract Term/Renewal Option:** The contract term shall be approximately two (02) years, beginning on or about, August 01, 2022, and ending July 31, 2024. Thereafter, the contract may be renewed for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least forty-five (45) days prior to the end of the current contract period. Contract renewal shall be subject to approval of School Board. The District shall notify Bidder when the School Board has acted on the recommendation of contract renewal.

**6. Contract Value:** The total expenditure for flooring contract services in the District during the 2018 calendar year was approximately \$450,000. Although the District expects the level of activity under pending contract to be consistent with previous years, the actual quantities of services required may be more or less than indicated. Because of the difficulty in determining the extent that the Facilities Department will utilize the contract during its term, the District cannot accurately provide an annual projection of requirements. Any stated quantities herein are for Bid tabulation purposes only, and not intended as a representation of the District's actual requirements. The District makes no guarantee, implied or otherwise, as to the value or volume of services that it may purchase from successful Bidder under the awarded contract. Bidder shall honor pricing offered regardless of actual quantity of services purchased.

**7. Contract Management:** All day-to-day operational aspects of contract services shall ordinarily be coordinated, and managed by one or more designated Project Coordinators (hereinafter "District Representative") under the authority and direction of the SBAC Facilities Department. All work shall be subject to periodic review to ensure compliance with IFB and regulatory requirements and established service schedule.

**8. Bidder Qualifications:** SBAC has established minimum Bidder qualifications and, at its sole discretion, may request the apparent low Bidder to provide evidence demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. For consideration of award, each prospective Bidder shall meet the following criteria:

- A. Established Business: Bidder shall be an established firm with demonstrated stability, whose sole or primary business includes provision of commercial flooring services. Bidder shall have been continuously engaged in providing the specified services as the same legal entity for a minimum of five (05) consecutive years. Demonstration of past successful experience with commercial (business/institutional) accounts within the State of Florida, similar in size and scope of this IFB, shall be required. Project experience shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder.
- B. Product Line: If not manufacturer, Bidder shall be an authorized stocking wholesale distributor or retail dealer for each manufacturer represented herein for the duration of contract. By signing of Bid, prospective Bidder certifies that they are in "good standing" with, and currently approved to represent each proposed manufacturer product line to the District. Bidder shall submit a letter of verification from manufacturer(s) upon request.
- C. Location: Service response time is an essential part of this contract. Bidder shall maintain an operational service dispatch facility within reasonable proximity (contiguous counties) of Alachua County limits to ensure compliance with the service time requirements as specified herein. SBAC reserves the right to waive the aforementioned requirement should Bidder be able to demonstrate, to the complete satisfaction of District, its capability in providing efficient and timely service to the District.
- D. Service: Bidder shall currently have adequate organization, equipment, facilities, supervisory capability, and qualified service personnel to ensure competent, prompt and efficient service in support of this contract. The IFB further delineates specific qualification criteria herein as appropriate to services.
- E. Financial Capacity: Bidder shall be in sound financial condition and have the financing necessary to maintain the organization, facilities, equipment, and personnel required in the performance of contract.

SBAC reserves the right to inspect and approve the organization, operation, equipment, and facility(s) of apparent low Bidder, and to make sole and final determination as to Bidder's compliance and capability in meeting the requirements of IFB. It shall be the responsibility of Bidder to provide any further evidence and support documentation as deemed appropriate by District within three (03) business days of request. Should SBAC determine, in its opinion, that Bidder does not meet any of the IFB qualification requirements or have the ability or capacity to provide the services as required in this contract, the District may reject Bid and evaluate next apparent lowest Bidder.

**9. Manufacturer Certification:** SBAC reserves the right to request confirmation from manufacturer(s) of all statements and certifications made by Bidder hereunder.

**10. Non-Exclusivity:** SBAC additionally reserves the right to acquire the said services from any other source or via any other procurement method deemed to be in its best interest, without penalty or prejudice to SBAC, in the event of one or more of the following conditions. (A) Bidder is not able to provide all or part of services in the time and manner as specified, or; (B) the scope of any project requires a level of technical expertise or utilization of materials or qualified personnel that Bidder cannot provide, or; (C) in cases of emergency, or; (D) in fulfillment of Board Policy.

**11. Omissions from the Specifications:** Reference Attachment A, “7. Silence of the Specifications”: In addition... The apparent silence of this specification on any details, or omissions from them of a detailed description concerning any point shall mean that only the best commercial practices are to prevail. Bidder shall perform all services all services in a professional, efficient and timely manner in compliance with District and industry standards, and all regulatory standards, to the complete satisfaction of the District. Bidder shall make all interpretations of the contract upon the basis of this statement.

**12. Subcontractors:** Reference Attachment A, “49. Subcontracts”: In addition... The Bidder shall be the sole source of contact for the contract. The District shall not subcontract any work under the contract to any other firm and shall not deal directly with any subcontractors. If it is the intent of Bidder to subcontract any portion of this contract for any reason, it shall be the responsibility of Bidder to submit the name, address, and all required specified submittals for the proposed sub-tier contractor as an attachment to their Bid. The District shall evaluate proposed sub-tier contractor and reserves the right to reject, should sub-tier contractor: not meet qualification criteria; previously fail in performance of similar contract; or, not be in the position to perform services to the satisfaction of the District.

**13. Dispute:** The Purchasing Department, in consultation with the Facilities Department, shall resolve any dispute concerning the interpretation of specific contract requirements including specific exclusions, if any. Should any technical issue require clarification, the District may, at own expense, confer with third party consultant. The District shall provide Bidder a written copy of decision. It is agreed and understood that the decision of District shall be final and conclusive.

**14. Large Projects:** For projects estimated to cost between \$25,000 and \$49,999, based on current contract pricing, SBAC reserves the right to solicit a written quotation from one (01) or more qualified service providers, with award made to the low, responsive and responsible Quoter. No single project estimated to cost \$50,000 or more shall be performed under the awarded contract.

**15. Regulatory Compliance:** Reference Attachment A, “45. Regulatory Compliance”: In addition... Bidder shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include the: State Requirements for Educational Facilities (SFEF); Florida Administrative Code (FAC); Florida Building Code (FBC); National Fire Protection Association (NFPA); OSHA Safety Standards; and, Environmental Protection Agency (EPA). Bidder shall perform all work in strict compliance with all OSHA and EPA requirements to ensure the safety of building occupants and own personnel.

It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. In the event of conflict between applicable regulations, the most stringent shall apply. Failure of Bidder to comply with any regulatory agency having jurisdiction and authority over the services described herein shall be grounds for contract termination.

**16. Personnel:** The District considers the expertise, experience and training of personnel a critical element of the pending contract. To that end, it shall be required that Bidder employ and have available an adequate number of qualified, full-time, and permanent personnel who have been sufficiently trained for proficiency in the standards, procedures, and operating requirements of their specific work responsibilities, and who are completely familiar with the practices and methods to be utilized in providing the services described herein. Bidder shall establish personnel qualifications and provide job-related training that would ensure the performance of services in a safe, correct and efficient manner, in conformance to all regulatory requirements and standards of care as reasonably expected by District. The following minimum qualifications shall apply to all personnel under the pending contract and be considered in the development of bid pricing.

**16.1 Account Representative:** Bidder shall designate one (01) qualified Account Representative who shall be available to assist Department with service scheduling, and resolving any service related issues. Account Representative shall have thorough knowledge of contract and have Bidder's authority to act on matters pertaining thereto. Designated Account Representative shall respond to all non-emergency calls from the District requesting assistance within twenty-four (24) hours of initial contact.

**16.2 Project Manager:** Bidder shall designate one (01) Project Manager who shall be responsible for: conducting initial inspections; taking measurements; generating work proposals; providing technical assistance and consultations; performing periodic quality control inspections; and, providing general direction to installation personnel as necessary for the effective and efficient management of each project. Project Manager shall have thorough knowledge of contract and have Bidder's authority to act on matters pertaining thereto. As part of qualifications, Project Manager shall have a minimum five (05) years continuous and extensive "hands-on" field experience in all facets of commercial flooring installation and repair work of which a minimum of two (02) years shall be in a leadership capacity. The cost of Project Manager's services shall be an element of Bidder's overhead burden in unit prices bid.

**16.3 Floor Covering Installer** shall have the knowledge, skills, and ability to perform all tasks correctly and efficiently that are common in the commercial flooring service industry for the position described herein. This is a professional position requiring knowledge of appropriate methods, and application of standard trade practices in the installation, repair, and maintenance of a variety of flooring materials including vinyl composition tile (VCT) and modular carpet tile.

Each assigned floor installer shall meet the following minimum qualifications:

- ☐ Minimum five (05) years continuous and extensive "hands-on" field experience working in the service trade with specific emphasis on commercial project work.
- ☐ Comprehensive knowledge of the practices, methods, and skills of the trade;
- ☐ Comprehensive knowledge of and skill in the use of all tools, equipment, and materials used in the performance of work;
- ☐ Ability to understand the work from general instructions, building specifications, blueprints, and sketches;
- ☐ Ability to plan and lay out the installation based on material requirements;
- ☐ Considerable knowledge of the potential hazards and safety precautions of the work.

A minimum four (04) floor covering installers shall be available for assignment under the pending contract.

**16.4 Helper** shall have the knowledge, skills, and ability to perform the most common and basic fencing related tasks.

Each assigned Helper shall meet the following minimum qualifications:

- ☐ Minimum six (06) months continuous practical experience assisting and working in the service trade;
- ☐ General knowledge of, and skill in the operation and care of the tools, materials, and equipment;
- ☐ General knowledge of the potential hazards and safety precautions of the work;
- ☐ Ability to:
  - Understand and follow instructions relative to the work as communicated;
  - To carry out work assignments diligently within time limits as reasonably required without interruption, unnecessary delay and need for continuous monitoring;
  - Perform medium to heavy work under varied and sometimes extreme climatic conditions.

**16.5 Onsite Supervision:** It shall be required that Bidder employ and provide continuous onsite supervision, of sufficient quality necessary for the effective and efficient management of each project. Bidder shall assign one (01) Crew Leader at each project worksite who shall perform in both a supervisory and installer capacity, allocating such time to both tasks as required. Crew Leader shall have demonstrated supervisory skills including having the ability to plan, organize, direct and prioritize the work of Bidder's personnel, and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances and regulations, and record-keeping and reporting duties. It is understood that Crew Leader shall be present at worksite at all times, and shall have the authority to act in the behalf of Bidder in carrying out any instructions relative to work as communicated by District Representative. The cost of onsite supervision shall be an element of Bidder's overhead burden in the unit prices bid.

**16.6 Certification:** By submission of Bid, Bidder certifies that all assigned personnel are qualified to perform the services described herein, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. The failure to meet any employee qualification criteria may cause Bid to be non-responsive. Bidder shall be required at any time during term of contract to provide evidence of qualifications of any personnel assigned duties. The assignment of any personnel not meeting qualifications shall be grounds for contract termination.

**17. Personnel Conduct:** Reference Attachment A, “40. Bidder Personnel”: In addition... Bidder’s personnel while on location at any District site are expected to maintain a high standard of civility, deportment, appearance, and act in a professional manner at all times. Personnel shall not fraternize with students, teachers, or other District staff not directly involved with the contract services. When in contact with school personnel, Bidder’s personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address.

Specifically, all personnel shall adhere to the following rules and regulations while onsite at any facility:

- Smoking and use of any tobacco products is prohibited;
- No personnel shall be allowed in any facility area other than the area of work responsibility;
- No personnel shall use District telephones (except for an emergency). Any telephone charges incurred by Bidder’s personnel and verified by the District shall be billed to Bidder;
- Unauthorized persons, including acquaintances and family members, shall not accompany or visit Bidder’s personnel while onsite at any District facility.

Any violation of this provision may result in removal of the individual(s) involved from the District site. Furthermore, the District reserves the right to prohibit Bidder from employing the individual(s) in any future work performed under the contract.

**18. Uniforms and Protective Clothing:** Bidder’s personnel shall be required to wear distinctive uniform clothing identifying them as Bidder’s employees at all times while on District property. In addition, it shall be the responsibility of Bidder to provide any personal protective items required to perform work in a safe manner (e.g., gloves, safety glasses, etc.). Any such items shall conform to all OSHA and other regulatory agency requirements applicable to work performed.

**19. General Service Guidelines:**

- a. **General Supervision:** Bidder shall be responsible for overseeing all portions of work under the contract, specifically including the appropriate application of methods, techniques, sequences and procedures, and ensuring that work progress is sufficient to meet work schedule. Bidder shall perform all services correctly and safely in accordance with IFB specifications and regulatory requirements, and work jointly and cooperatively with District to resolve any performance issues. Bidder’s establishment of quality control standards and a system for inspecting and correcting work deficiencies is critical to the success of contract. District’s failure to reject any unsatisfactory work immediately or to notify Bidder of such deficiencies shall not relieve Bidder of any responsibilities required herein. The cost of general supervision shall be an element of the Bidder’s overhead burden in the unit pricing bid.
- b. **Technical Support:** Technical support shall be available directly from manufacturer on all flooring products provided under the contract. Bidder shall provide manufacturer contact information to the District upon request.
- c. **Communications:** Bidder shall maintain a toll-free telephone and facsimile terminal by which the District may directly and immediately communicate project requirements and other messages during normal business hours (Monday – Friday) from 7:30 a.m. to 3:30 p.m. Email may also be an acceptable form of communication. In addition, Bidder designate a contact person and provide a method of communication (cell #, etc.) in the event that emergency response is needed.
- d. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules is available on the District’s website: [www.sbac.edu](http://www.sbac.edu).

- e. **Work Scheduling:** District Representative shall be responsible for coordinating and scheduling all activities under the pending contract. Bidder's ability to provide qualified personnel and equipment reliably at the requested service time is critical to the performance of this contract. As need arises, the District Representative shall ordinarily give Bidder sufficient notice of impending work prior to requested start date, taking into consideration Bidder availability and materials acquisition time requirements. Specific performance time lines and completion dates shall be mutually agreeable between the parties. Bidder shall communicate to District Representative any known factors that may disrupt work schedule at time of submission of work proposal.
- f. **Work Period:** Bidder shall normally perform work during regular school operating hours, Monday through Friday, approximately 7:30 a.m. to 3:30 p.m. However, actual hour of work shall be subject to the operating hours of service site, taking into consideration accessibility and potential disruption to facility activities. During the summer period, Bidder shall typically perform work Monday through Thursday (4-day workweek), during or after regular facility operating hours. The availability of Bidder to work after normal operating hours is critical to the performance of contract. For projects scheduled a minimum seven (07) business days, and upon mutual agreement of the parties, the work schedule may be extended to include weekday evening hours and weekends (Saturday/Sunday). Any scheduled work performed at such time shall be at no additional cost to the District. Should Bidder desire to perform work after normal facility operating hours, Bidder must submit a request to District Representative for approval a minimum forty-eight (48) hours in advance to ensure access to facility.
- g. **Emergency Service:** Bidder shall have the capability to mobilize and respond to service calls on an emergency basis. The District defines emergency service as those activities necessary to maintain a safe environment and continue the operations of any District facility, of which the loss would create a situation, which would adversely and unduly affect the safety, health or comfort of the facility and/or occupants, or otherwise cause loss to the District. In the event of an emergency, as determined by SBAC, Bidder shall acknowledge and verbally respond to District Representative's call within two (02) hours of contact. Bidder shall have the capacity thereafter to mobilize with necessary qualified personnel and equipment and arrive at any District site within one (01) business day of initial notification. Emergency service response during normal business hours shall be at no additional cost to the District. Bidder shall give first priority emergency services to the District, before, during and after a natural disaster, such as hurricane, tornado, severe storm or flood, or any other event identified and designated as a public emergency.
- h. **Personnel Reporting:** Reference Attachment A, "40. Bidder Personnel": In addition...All assigned personnel shall report directly to each designated District project worksite in accordance with established reporting time. Bidder shall be responsible for providing all transportation of assigned personnel and equipment to and from worksite. Travel time for personnel and equipment shall be an element of Bidder's overhead burden in the unit prices bid. The District shall not reimburse Bidder for any travel time.
- i. **Site Access:** It shall be the responsibility of Bidder to coordinate site access directly with the District Representative or with the appropriate authority at each service site. Upon arrival at worksite, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits. While on site, Bidder shall perform all services with a minimum amount of disruption to the normal operations of the service site.
- j. **Site Examination:** Prior to performance of work, Bidder shall visit worksite, become familiar with the work conditions, and correlate personal observations with the project requirements as communicated by District Representative. Unless otherwise agreed, Bidder shall perform site examination within three (03) business days of request. The District Representative shall determine the type of flooring as appropriate for project. Bidder shall be responsible for performing all onsite field measurements to determine the actual quantity of materials necessary to complete correct installation. Bidder shall inform District Representative of any surface moisture issues and unacceptable site conditions during site examination.
- k. **Work Proposals:** Based on the site examination, Bidder shall submit a written work proposal to Site Representative in the form of a "firm fixed-price" using District form "Work Proposal" (Appendix A). Work proposal shall be required to detail: scope of work, exact measurements; carpet seaming diagram or tile pattern layout; description and estimated quantity of all required materials; contract unit pricing; and work start and completion dates. Work proposals that do not include this information shall not be acceptable.

Unless otherwise agreed, Bidder shall submit work proposal within one (01) business day of site examination. Bidder shall provide work proposals at no additional cost to District. The District may deem Bidder's repeated failure to conduct site examinations or submit work proposals within specified time requirements as a default of contract. It is understood that Bidder shall perform all work authorized for price proposed, regardless of final cost incurred by Bidder, unless a change order for out-of-scope work has successfully been negotiated in advance between parties. Bidder shall not be entitled to additional compensation if it subsequently finds the conditions require additional materials, accessories or labor that it did not correctly estimate. The District shall only pay for materials actually installed should project require fewer materials than estimated on work proposal.

- l. **Work Proposal Rejection:** The District Representative shall evaluate the submitted work proposal to ensure understanding of work, and correct price estimation based on Bidder's field measurement. SBAC reserves the right to reject work proposal prior to commencement of services should it be determined that the proposal is not in accordance with contract, or that the field measurements are not consistent with the defined floor area. In such event, the District shall request Bidder to submit a revised proposal. Should the parties fail to reach an agreement thereafter on the requirements of revised work proposal, the District further reserves the right to solicit a written quotation from other qualified service provider, and make award of project to the lowest price proposal. The District considers the submittal of inflated work proposals as unacceptable practice, regardless of intent. The rejection of inflated work proposals on three (03) or more occasions shall be cause for termination of contract.
- m. **Work Authorization:** The intended manner of payment selected by Department shall govern the appropriate method of work authorization, as follows.

Visa™ Purchasing Card: The service site shall authorize project work by approval of the submitted Work Proposal, as evidenced by the signature of authorized Department designee. Bidder shall not commence work without a fully executed Work Proposal. The District shall not issue a purchase order if payment is by purchasing card.

Conventional Check: Project work authorization shall be by the issuance of official hard copy District Purchase Order, accompanied by the fully executed Work Proposal.

Under no circumstances shall Bidder commence work prior to receiving authorization by one of above prescribed methods. Bidder shall not honor verbal orders. SBAC reserves the right to refuse payment for any work performed without proper authorization.
- n. **Change Orders:** The District Representative, without invalidating the work proposal, may order changes in the work, within the general scope of this contract, consisting of additions, deletions, or other revisions, with the work proposal "firm fixed-price" being adjusted accordingly. Bidder is not authorized to proceed with work without a written change order approved by District Representative.
- o. **Time of Completion:** The District shall construe the commencement of services for any project to mean Bidder's acceptance of the working conditions for the defined work area. Bidder acknowledges that time is of the essence in completing the work as specified for each project. Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof, within the time specified for each project. Bidder shall be responsible for immediately notifying District Representative should there be any delay in the commencement or completion of services for any reason. Any request for a time extension shall not be automatic. The District reserves the right to make sole and final determination to grant any request for time extension. The repeated failure to commence and complete work within established time schedule shall be cause for termination of contract.
- p. **Progress Inspection:** The District reserves the right at any time to conduct periodic inspections of work. The failure of District to perform progress inspections and immediately reject any unsatisfactory work shall not relieve Bidder of any responsibilities specified herein.
- q. **Correction of Work:** Bidder shall promptly correct all work rejected by Site Representative as faulty, defective, or failing to conform to contract or work proposal, whether observed before or after substantial completion of the work, and whether or not completed. Bidder shall remedy any noted deficiencies within three (03) business days of notification, unless otherwise mutually agreed.

Bidder shall not charge District for any call back work to correct any previous work found unsatisfactory as result of Bidder's failure to comply with requirements of IFB or work proposal.

- r. **Final Acceptance of Work:** Bidder shall notify District Representative upon completion of project work. The District Representative shall make a final inspection within reasonable time and notify Bidder of any discovered deficiencies. Bidder shall correct all noted deficiencies within the time specified herein, and submit an invoice for payment. Should Bidder fail to correct deficiencies in an acceptable and timely manner, the District may, after written notice of default, accomplish the work in an expeditious manner, and deduct the cost of corrective work from invoice. Bidder shall complete all work to the complete satisfaction of District.
- s. **Safety Measures:** Reference Attachment A, "36. Safety Standards": In addition... Bidder shall take all necessary steps to protect students, faculty, and public from injury in the course of the work. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution, including placing suitable barricades, warning devices, safety tape, safety cones, and posting hazard signs in and around worksite, when appropriate. Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of work. While onsite, Bidder shall not obstruct any passageways or other means of egress and shall not leave the worksite without first securing the work area and eliminating any hazardous condition resulting from its activities. District Representative shall have the authority to stop work immediately should conditions be unsafe. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA).

The application of any chemicals and other materials during installation work shall be in accordance with product label instructions and Safety Data Sheets (SDS). Bidder shall be responsible for protecting occupants of areas adjacent to work areas from any toxins generated during performance of work. Should any occupants complain about odors or other work practices, Bidder shall immediately stop operations and contact District Representative. Bidder shall not commence work until all issues have been resolved to the complete satisfaction of District Representative.

- t. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to protect District property from its activities. Bidder shall be responsible for the protection of all District facilities and other improvements (e.g., vegetation, pavements, etc.) against operations that may be hazardous and/or damaging to said property. Bidder shall be responsible for notifying Site Representative of any unavoidable damage to District property that may occur prior to commencement of work. Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property. Bidder shall provide, at own expense, sufficient plastic sheeting and other protective materials to prevent damage to installed flooring materials while work is in progress.
- u. **Utilities:** Bidder shall be cognizant of, and operate with due care when working in close proximity to surface and underground utilities.
- v. **Property Damage:** Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless an time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Bidder repair cost. Bidder shall cooperate with any on-going SBAC investigation involving economic loss or damage to SBAC buildings or personal property therein.
- w. **Salvage:** All salvage materials, including that of questionable value, removed during any work performance under the contract shall remain the property of the District. Bidder may be required to transport salvage to the Facilities Department upon request.

- x. **Invoices:** Reference Attachment A, “42. Invoices”. In addition... Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. Invoices shall contain sufficient information as required by the District to determine the extent of services/products provided and accuracy of billing. Invoices received by the District that are not properly and correctly prepared or not accompanied by support documentation (i.e., Work Proposal) may cause delay of payment. Invoices shall contain, at minimum, the following information: purchase order number (if applicable); invoice number; invoice date, date(s) of service; service location; description of services; description and quantities of materials; and, applicable contract pricing. Bidder shall submit invoices to Department in entirety within ten (10) business days of completion of project work. Bidder shall be responsible for identifying any unsettled charges at time of invoice submission. Invoices shall be sent electronically via email to the email address listed on Purchase Order or as directed by District Representative.
- y. **Invoice Verification/Correction** It shall be the responsibility of District Representative to verify and approve all invoices prior to payment, and notify Bidder of any billing discrepancies. The District shall not pay incorrect invoices or late charges for invoices with disputed charges. As condition of payment, Bidder shall reissue corrected invoice and/or credit memo to offset any incorrect charges. It shall be the responsibility of Bidder to ensure that all invoices are correct. The repeated failure of Bidder to submit accurate invoices in the time and manner as specified may be deemed as a default of contract.
- z. **Final Payment:** The making of final payment shall not constitute a waiver of any claims by the District and shall not relieve Bidder of the responsibility for negligence or defective workmanship, defective materials to the extent within the period provided by law and by the warranties provided herein. SBAC reserves the right to make partial payment of invoice (short pay) should Bidder fail to complete work to the satisfaction of District. In such case, Bidder shall continue performance of services pending final resolution of dispute.

**21. Equipment:** Bidder shall currently possess and have readily available all service vehicles, equipment, tools, and accessories of trade customarily used in the service trade, and as necessary to adequately and efficiently perform its contractual duties. It is agreed and understood that having the necessary equipment is critical to the performance of contract. Unless as otherwise permitted herein, Bidder shall not charge the District for any equipment deemed by District to be standard or essential for the scope of services. The Purchasing Department, in consultation with the Facilities Department, shall resolve any dispute regarding the interpretation of customary equipment. Any such decision by the Purchasing Department shall be final and conclusive. The cost of customary equipment, tools, and accessories as required, shall be an element of Bidder’s overhead burden in the pricing bid. Bidder shall be solely responsible for safeguarding its vehicles, equipment, and tools at service site. The District assumes no direct or implied responsibility for the theft, vandalism, injury, or other undesirable actions occurring thereto.

**22. Specialty Equipment Rental:** In the event the scope of work requires the utilization of equipment not customarily provided by commercial flooring contractors, the rental of such equipment shall be at the expense of SBAC. Any project requiring the provision of such rental equipment shall have the prior expressed approval of District Representative. The District shall reimburse Bidder all customary and reasonable rental fees at net cost plus (+) fifteen percent (15%). The District reimburse Bidder for any other associated expenses involved in the operation of the rental equipment at actual cost. It shall be the responsibility to Bidder to submit paid receipts from the rental company and/or other vendors as condition of reimbursement. The District assumes no direct or implied responsibility for the theft, vandalism, injury, or other undesirable actions occurring thereto.

**23. Product:** Any manufacturer’s names, trade names, brand names, and product numbers used in the specifications herein, are for the purpose of describing and establishing tested, compatible, approved, and acceptable products of the type and quality required by the District. The specifications listed herein are the minimum required requirements for this IFB. The intent of IFB is not to limit competition nor specify any particular manufacturer, but to ensure that the District receives quality products and services. The District shall allow and consider the proposal of products from any approved manufacturer that meets the minimum specifications herein. Bidder shall specify manufacturer name, brand/product name, product number, and other information for each proposed product on Attachment C, Form of Proposal. It shall be the sole responsibility of Bidder to examine the IFB specifications carefully to ensure the conformity of proposed manufacturer products to those specifications. The District may, at its sole discretion, disregard minor variations or irregularities from said specifications if the proposed products meet or exceed the quality and performance levels required by the District, and conform to industry standards.

However, proposed products that significantly deviate, in the opinion of District, from industry standards or the IFB specifications, including material composition, performance criteria, pattern/color availability, and other characteristics identified herein, may cause proposed products to be non-responsive. Bidder shall inform District, as attachment to Bid response, of any product variances, however slight, from listed specifications. SBAC reserves the right to make sole and final determination as to the conformance of all proposed products to IFB specifications, and to request confirmation from manufacturer of all statements made by Bidder hereunder.

Upon award of contract, it shall be the responsibility of successful Bidder to ensure that all delivered products meet or exceed the established Bid specifications. The delivery of any product that does not comply with Bid specifications shall be grounds for termination of contract.

**24. Standards and Testing:** As a way of establishing the level of quality and performance desired, it shall be required that carpet and floor tile products bid be (A) produced by a generally known and nationally recognized manufacturer, and; (B) successfully utilized by other K-12 school districts within the State of Florida similar in size and scope of this contract.

SBAC reserves the right to perform any testing as necessary during Bid evaluation and after award of contract to ensure conformity of products to Bid specifications. This may include in-use performance testing, and testing of product samples by a third party independent laboratory. The District shall be responsible for all expenses associated with testing of any products at independent laboratory, including shipping cost. Should any product fail to meet minimum Bid specifications, the District reserves the right to return product, at Bidder's expense, for full credit. Bidder shall also be responsible for all costs associated with test analysis.

**25. Product Information:** Bidder shall submit manufacturer published literature, technical specifications, and flooring pattern/color illustrations (as applicable) for proposed products with Bid response. Include manufacturer recommended instructions for the installation, maintenance, and cleaning of the products and technical information for all adhesives, fillers and floor preparation materials. Product information shall be the most current available and be sufficiently detailed and descriptive to permit the District to ascertain a products suitability and compliance with IFB specifications. Failure to submit product literature/specifications in the time and manner as specified or in sufficient detail to substantiate compliance with specifications may result in item being non-responsive.

**26. Samples:** Bidder shall not submit product samples with Bid response. However, SBAC reserves the right to request product samples during the Bid evaluation process. Bidder shall submit samples as instructed within five (05) business days of request by the Purchasing Department. Samples furnished must conform exactly to the product bid, and be plainly identified with IFB number, Item number, and Bidder's name. Failure to submit samples in the specified time and manner may result in product(s) being non-responsive. Bidder may claim any samples not destroyed or consumed during evaluation within five (05) business days of award of contract. Samples not claimed within the specified time shall become the property of the District. The District shall not purchase samples and shall not assume any cost incidental thereto. Failure to provide product samples in the time and manner as specified may cause item to be non-responsive.

**27. Product Substitutions:** Bidder shall not provide or substitute any product awarded under the contract without the expressed written approval of the Department, prior to delivery/installation. The District may consider substitutions for discontinued products if it is in its best interest. Bidder shall make requests for substitution approval a minimum of (30) calendar days in advance of anticipated product change. The District shall only consider substitutions that conform to the specifications contained herein. The decision to accept or reject any proposed substitute product shall be at the sole discretion of District. The unit cost of approved substitute product shall not exceed that of originally awarded product. The District may deem the substitution and installation of unauthorized products as a default of contract.

**28. Price:** Bid unit price, as per defined unit of measurement, for each specified line item as listed on Attachment C, Form of Proposal. Decimals may be carried a maximum two places (0.00) for each unit price bid. Bidder shall submit pricing for all category line items to allow for evaluation on an overall basis; partial bids are not acceptable. Unit prices shall be inclusive of all aspects of services required including: technical expertise; supervision; qualified labor; customary equipment, tools, and trade accessories; incidental materials and supplies; delivery; prep work; field measurement; travel time; insurance; profit; and, all other services that are necessary for the proper execution and performance of contract.

It is the intent of the District that this be a full service, all-inclusive contract. Bidder shall perform all services complete in strict accordance with IFB specifications. Unit prices bid for listed flooring materials shall include complete turnkey installation unless otherwise indicated. The District shall not allow minimum order requirements in any form as part of the contract. No other charges or surcharges shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices offered shall be firm and fixed for the term of the contract and any subsequent renewal periods.

**29. Special Discounts/Promotions:** Bidder shall pass-on to the District all rebates and special promotions offered by the manufacturer during the term of contract. The District shall accept any additional discounts and price incentives on the condition that the new pricing is lower than what would otherwise be available through the contract. The District understands that these special price promotions may be of limited duration and that at the end of the special sales program, the standard contract pricing shall prevail.

**30. Price Adjustment:** Pricing bid shall be firm and fixed during the initial one (01) year term of contract. Bidder may petition the District for a price adjustment at the beginning (anniversary date) of each one (01) year contract renewal term thereafter, on the basis of changes in the costs of materials after contract effective date and which, by all reasonable expectations, shall continue for at least one year. The District shall only consider one (01) request for price adjustment per contract year.

Any price adjustment approved by the District shall:

- A. Be limited to only direct manufacturer generated price increases arising from escalating material components, packaging, labor, and transportation costs that may have occurred after contract effective date, and;
- B. Be comparable in price changes to other similar manufacturer products and industry related indices, and;
- C. Not exceed five percent (05%) of the contract unit Bid price, in effect at time of request, for any or all specified items, and;
- D. Remain firm during full term of contract or until the process is repeated and approved by District.

For consideration, Bidder shall submit a written request to the Purchasing Department accompanied with sufficient written documentation to support request including manufacturer's price increase letter(s) for the specified product(s), and a composite of applicable market indexes. Bidder shall also be responsible for reporting any manufacturer price reductions that may have occurred during current contract period. The Purchasing Department must receive request a minimum of forty-five (45) calendar days prior to anniversary date of contract year.

The Purchasing Department shall correlate any price increase request and support documentation with current industry market trends, taking into consideration such factors as upward/downward pricing, market stability, and future market price projections. The District shall verify current manufacturer pricing trends using selected Producer Price Index (PPI) Commodity Data for the applicable group(s) and item(s) as published by the United States Department of Labor, Bureau of Labor Statistics (BLS). PPI industry data is available on the following website: [www.bls.gov/ppi](http://www.bls.gov/ppi).

SBAC reserves the right to make sole and final determination to accept, reject, or negotiate any such request for unit price adjustment as proposed by Bidder. Any approved price increase shall be in the form of an amendment to the contract. Bidder shall be responsibility to accept and fill any product orders placed prior to the effective date of price increase at the unit price in effect at time of order placement.

Price De-escalation: Prior to any contract renewal, SBAC reserves the right to request a full or partial reduction of the amount of any previously approved price increase should unforeseen conditions in the marketplace or industry result in a significant, sustained, and verifiable decrease in open market prices, as evidenced in part by other similar type public agency contracts. Any such request shall be made at time of contract renewal offer and be effective on the first (1<sup>st</sup>) day of renewal term until such time as expiration of contract or price adjustment (+) process is repeated and approved by District.

**31. Bid Tabulation/Evaluation:** Bidder shall compute the Award Total in accordance with the following methodology:

- A. The extended amount of each specified line item shall be determined by multiplying estimated quantity times (x) price bid;
- B. The extended amounts of all line items shall than be summed (+) to achieve the Award Total.

The District shall make award of contract on a lot by lot basis to the lowest, responsive, and responsible Bidder meeting Bid terms, conditions and specifications. In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of Bidder(s), including relevant expertise, experience, and capacity to perform the requirements as specified herein. The District may also consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications. SBAC reserves the right to make sole and final determination of which Bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

**32. Service Complaints:** The District Representative shall report all performance related service complaints to the designated Account Representative. Bidder shall promptly resolve reported complaints pursuant to the applicable terms of this Agreement in accordance with established response time. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of any part of this contract shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

**33. Service Guarantee:** All installation, repair, and other service work provided by Bidder in the performance of contract shall adhere to the customary, reasonable, and prudent standards of care as established within the industry, and shall meet or exceed the quality of services provided to other commercial customers. Specifically, Bidder shall warrant that all workmanship conforms to contract specifications and manufacturer's recommendations, and be of the highest quality, free from faults and defects, for a minimum period of one (01) year or manufacturer's warranty, the greater of. The service guarantee shall commence upon the completion and final acceptance of project work by the District. Payments in full or otherwise shall not constitute a waiver of this guarantee.

It is agreed and understood that Bidder shall perform service work to the complete satisfaction of SBAC. Bidder shall remedy any defective service work within three (03) business days of notification at no additional expense to District. In the event Bidder fails to correct defects within specified time, the District reserves the right to have the work remedied from other service provider. In such case, Bidder shall be fully liable for all costs and expenses reasonably incurred by the District. To insure the security of performance expected, the District further reserves the right to withhold payment of any monies owed Bidder who is not performing satisfactorily or fails to provide specific services in the time permitted. The District shall notify Bidder in writing and provide an acceptable time to correct deficiencies should it intend to withhold payment for any reason. Any re-performance of work required shall be at no cost to the District.

**34. Habitual Violator:** Reference Attachment A, "47. Termination for Default": In addition... Should the District determine that the number of complaints at any project or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Bidder to discuss the specific issues. Within five (05) business days of meeting, Bidder shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) to be taken and time sequence by which resolution of issues can be expected. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department. In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Bidder's record of performance continues to show, in the opinion of the District, that Bidder is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Bidder has remedied any individual complaint, Bidder shall be deemed a "habitual violator". In such case, Bidder shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.

## **TECHNICAL SPECIFICATIONS**

### **1.0 Vinyl Composition Tile (VCT)**

#### **1.1 Manufacturer Requirements:**

- a. Manufacturer shall have a minimum five (05) years' experience in the production of vinyl composition tile similar to the type as specified herein. Manufacturer's published product literature shall clearly indicate compliance of any proposed "or equal" product to specified brand product;
- b. Proposed VCT shall be a current and regular production item of manufacturer.

#### **1.2 Resilient flooring materials shall meet or exceed the following specifications:**

- a. VCT shall be of "first quality", free from visual blemishes and physical defects;
- b. VCT shall be composed of polyvinyl chloride resin binder, plasticizers, fillers and pigments with colors and texture dispersed uniformly throughout its thickness. Color pigments shall be insoluble in water and resistant to cleaning agents and light;
- c. Size: 12" x 12" (305 mm x 305 mm);
- d. Gauge: 1/8" (0.125") overall (nominal);
- e. ISO10595, Type II
- f. Wear Layer Thickness: 1/8"
- g. International Product Specifications: ASTM F 1066, Class 02 – through pattern;
- h. Asbestos free;
- i. Meets ASTM F-2199 – Dimensional Stability;
- j. Meets ASTM F-970 – Static Load Limit, 125 psi;
- k. Meets ASTM F 1265 – Impact;
- l. Meets ASTM F 925 – Chemical Resistance;
- m. Meets ASTM F 1514 – Resistance to Heat;
- n. Fire Test Data:
  - Meets ASTM E 648 – Flame Spread
  - Meets ASTM E 662 (Smoke Evolution) Maximum Specific Optical Density of 450 or less

#### **1.3 Offer all colors and patterns from manufacturer's standard product line. The District Representative shall select tile from available colors and patterns on a project-by-project basis. To ensure uniformity, all tiles for each individual project shall be from the same lot number;**

#### **1.4 Manufacturer/Brand: Armstrong Standard Excelon Imperial Texture® Vinyl Composition Tile (VCT) or approved equal.**

### **2.0 Modular Carpet Tile (non-cushion backing)**

#### **2.1 Summary Definition:**

Carpet shall be a high-performance premium branded 100% Type 6 or 6,6 nylon tufted modular carpet tile suitable for use in a K-12 school facility environment (traffic classification – severe). The District recognizes that indoor air quality (IAQ) and recycling are very important environmental considerations in the carpet selection process. It is the intent of the District to continue the practice of installing recyclable carpet and adhesive having low emissions of VOCs.

#### **2.2 Manufacturer Requirements:**

- a. Manufacturer shall have no less than fifteen (15) years of production experience with modular carpet similar to type specified herein. Published product literature of carpet manufacturer shall clearly indicate compliance of products with requirement of this section.
- b. Commitment to quality – Carpet manufacturer shall provide verification upon request of District of its registration to the ISO 9001/9002 Quality Management System.

- c. Proposed modular carpet tile shall be a current “standard running line” product and shall be available with no minimum order (single box availability) and require no overage.
- d. Commitment to Environmental sustainability – Carpet manufacturer shall demonstrate environmental responsibility through programs of source reduction, recycling, reuse, water conservation and conservation of raw material usage; and registration in the ISO 14001 Environmental Management System.

2.3 Modular Carpet Tile shall meet or exceed the following specifications:

Product Specifications:

- a. Construction: Tufted, with Textured Loop Piles;
- b. Yarn System: Premium branded Type 6 or 6,6 nylon fiber, with recycled content. For purposes of solicitation, “premium branded” shall mean fiber extruded by independent fiber producers, having a fiber modification ratio of 2.2 or less;
- c. Yarn Manufacturer: Aquafil or approved equal;
- d. Dye Method: 100% solution dyed;
- e. Dye Lots: Carpet of the same style and color, but from different dye lots, may be combined, even at later replacement, to create an aesthetically acceptable carpeted surface;
- f. Soil/Stain Protection: Application by manufacturer required in accordance with its soil/stain resistance treatment method. Product: Protek1 or approved equal;
- g. Antimicrobial/Preservative: Manufacturer shall incorporate an approved antimicrobial preservative into the primary backing of carpet during the production process. Antimicrobial preservative shall not topically be applied to the carpet fibers. Product shall be EPA registered for use in carpeting with a broad-spectrum efficacy against the growth of mold, mildew, bacteria, and fungi. Product: Intersept or approved equal.
- h. Machine Gauge: minimum 1/12 inch;
- i. Pile Height: minimum .14 in.;
- j. Pile Yarn Density: minimum 6,500;
- k. Pile Thickness: minimum .093 in.;
- l. Pile Yarn Weight: 18 oz./yd.;
- m. Standard Size: 19.69” x 19.69” or 24” x 24”;
- n. Stitches Per Inch: minimum 8.2/in.;
- o. Structural Backing: Polyvinyl chloride (vinyl) backing, containing recycled content, which gives structure and dimensional stability to the modular carpet. GlasBac or approved equal;
- p. Secondary Backing: Consists of fiberglass reinforced thermoplastic composite;
- q. Standard Color Line: All colors from manufacturer’s standard product line with selection made by District on a project-by-project basis. To ensure color uniformity, all carpet tiles for each individual project shall be from the same lot number;

2.4 Performance Specifications

- a. Traffic Classification: Severe;
- b. Lightfastness: (AATCC 16-E)  $\geq 4.0$  @ 60 AFU’s;
- c. Smoke Density: (ASTM E- 662)  $\leq 450$  Flaming Mode;
- d. Flammability: (ASTM D2859 or DOC-FFI-70) – Passes;
- e. Static Generation: (AATCC 134)  $< 3.0$  KV;
- f. Radiant Panel Test: (ASTM E -648) Class I;
- g. Dimensional Stability: AACHEN Din 54318  $< .10\%$ ;
- h. Fiber Modification Ration: 1.9 to 2.2;
- i. Antimicrobial: (ASTM E2471) The carpet primary backing shall display a minimum performance rating of “CI” (complete inhibition) against the three challenge microorganisms;
- j. Antimicrobial: (AATCC 174, Parts II)  $\geq 90.0\%$  reduction;

- k. Fungicidal: (AATCC 174, Part III) no growth;
- l. Sustainable Carpet Assessment Standard: (NSF/ANSI 140) Gold level, certified by 3<sup>rd</sup> party;

## 2.5 Environmental Specifications

- a. Indoor Air Quality: Green Label Plus #GLP0820
- b. Recycled Content: 62%
- c. End of Life: Carpet to Carpet Recycling

## 2.6 Installation: Install modular carpet in strict accordance with manufacturer's guidelines. The finished carpet assembly shall appear to be a visually continuously carpeted surface with no tile appearing out of place or improperly positioned;

## 2.7 Manufacturer/Brand: Interface Flooring Systems Cubic GlasBac Tile #1380102500 or approved equal.

## 3.0 **Luxury Vinyl Tile (LVT)**

### 3.1 Manufacturer Requirements:

- d. Manufacturer shall have a minimum five (05) years' experience in the production of vinyl composition tile similar to the type as specified herein. Manufacturer's published product literature shall clearly indicate compliance of any proposed "or equal" product to specified brand product;
- e. Proposed LVT shall be a current and regular production item of manufacturer.

### 3.2 Resilient flooring materials shall meet or exceed the following specifications:

#### Product Specifications

- a. LVT shall be of "first quality", free from visual blemishes and physical defects;
- b. Product Number: A007
- c. Product Construction: High Performance Luxury Vinyl Plank
- d. Wear Layer Thickness: 0.55 mm
- e. Total Thickness (Metric): 4.5mm
- f. Classification: EN 651 Class 33 (heavy contract); EN 651 Class 42 (light industrial general)
- g. Acoustic Impact Noise Reduction: ISO 140.8  $\Delta L_w = 16\text{dB}$
- h. Finish: CERAMOR™ UV Stabilized Ceramic Bead Coating
- i. Nominal Dimensions: 25cm x 100cm

### 3.3 Performance Specifications:

- a. Critical Heat Flux: AS ISO 9239-1  $>7\text{kW/m}^2$
- b. Smoke Rate: AS ISO 9239-1  $<750\%.\text{min}$
- c. Size & Squareness: ISO 24342  $<400\text{ mm} < 0.25\text{ mm}$ , ISO 24342  $>400\text{ mm} < 0.35\text{ mm}$
- d. Dimensional Stability: ISO 23999  $<0.25\%$
- e. Thickness: ISO 24346 Average value  $+ 0.20\text{mm}$
- f. Resistance to Light: ISO 105-B02  $\geq 6$
- g. Resistance to Heat: ASTM F1514  $\Delta E < 8\text{ avg Max}$
- h. Resistance to Chemicals: EN-ISO 26987 Passes
- i. Reaction to Fire: EN ISO 13501-1 Class BFI-S1
- j. VOC Test: ISO 10580 Pass
- k. Flexibility: ISO 24344 Method A Pass

- l. Static Load: ASTM F970  $\leq 0.005'$  with 1500 psi
- m. Castor chair: ISO 4918 Pass
- n. Thermal Conductivity: EN 12667 0.16 W/mK
- o. Static Electrical: EN 1815  $< 2\text{kV}$
- p. Slip Resistance: AS 4586:2013 R10

### 3.4 Environmental Specifications

Sustainability Assessment: NSF/ANSI 332, Meets Certification Guidelines

LEED v4: Contributes to IEQ: Low Emitting Materials; M&R: EPD and EPR

End of Life: Fully Recyclable to carpet tile Backing Recycling

Full Life Cycle Carbon: Certified Carbon Neutral Floors™

- a. LVT shall be of “first quality”, free from visual blemishes and physical defects;
  - b. LVT shall be composed of polyvinyl chloride resin binder, plasticizers, fillers and pigments with colors and texture dispersed uniformly throughout its thickness. Color pigments shall be insoluble in water and resistant to cleaning agents and light;
  - c. Size: 12” x 12” (305 mm x 305 mm);
  - d. Gauge: 1/8” (0.125”) overall (nominal);
  - e. ISO10595, Type II
  - f. Wear Layer Thickness: 1/8”
  - g. International Product Specifications: ASTM F 1066, Class 02 – through pattern;
  - h. Asbestos free;
  - i. Meets ASTM F-2199 – Dimensional Stability;
  - j. Meets ASTM F-970 – Static Load Limit, 125 psi;
  - k. Meets ASTM F 1265 – Impact;
  - l. Meets ASTM F 925 – Chemical Resistance;
  - m. Meets ASTM F 1514 – Resistance to Heat;
  - n. Fire Test Data:
    - Meets ASTM E 648 – Flame Spread
    - Meets ASTM E 662 (Smoke Evolution) Maximum Specific Optical Density of 450 or less
- 3.5 Offer all colors and patterns from manufacturer’s standard product line. The District Representative shall select tile from available colors and patterns on a project-by-project basis. To ensure uniformity, all tiles for each individual project shall be from the same lot number;
- 3.6 Manufacturer/Brand: Interface Studio Set LVT or approved equal

## 4.0 **Installation Accessories**

### 4.1 Vinyl Wall Base:

- a. Construction: Resilient rubber wall base manufactured from a homogeneous composition of polyvinyl chloride (PVC), high quality additives, and colorants; Thermoplastic Vinyl.
- b. Thickness: 1/8” (0.125”);
- c. Height: 4”, 4 ½”, and 6” as appropriate to application;
- d. Coved (Toe) profile;
- e. Shall comply with ASTM F-1861, Type TV, Group 01 (solid) Standard Specification for Resilient Wall Base;

- f. Meets or exceeds the performance requirements for resistance to heat/light aging, chemicals, and dimensional stability when tested to the methods, as described in ASTM F-1861;
- g. Hardness: ASTM D 2240 – Vinyl 90 Shore A;
- h. Flexibility: will not crack, break, or show any signs of fatigue when bent around a ¼” diameter cylinder;
- i. Fire Resistance:  
ASTM E 662/NFPA 258 (Smoke Density) –< 450 or less;  
ASTM E 648 (NFPA 253): Critical Radiant Flux – Class 01
- j. Solid colors as selected by District Representative from manufacturer’s standard product line;
- k. Provide adhesive as recommended by manufacturer;
- l. Manufacturer/Brand: Burke Flooring Vinyl Wall Base, Type TV, or approved equal.

4.2 Carpet Edge Guard:

- a. Vinyl;
- b. Flexible capping for ¼” coved/glue-down carpet;
- c. Size 1 5/8”;
- d. Manufacturer/Brand: Burke/Mercer 230 Mono Edge or approved equal.

4.3 Tile Transition (Edge) Strips:

- a. Vinyl;
- b. Transitions 1/4” or 5/16” glue-down carpet to 1/16” to 1/8” resilient;
- c. Manufacturer/Brand: Burke/Mercer 152 Carpet to Resilient Transition or approved equal.

5.0 **Installation Materials**

5.1 Modular Carpet Tile Adhesive:

- a. Provide adhesive that meets or exceeds product as specified or as recommended by flooring manufacturer for specific substrate conditions;
- b. Adhesive shall:
  - be premium grade with enhanced, aggressive tack for fast-track installation;
  - have permanent or releasable installation system applications;
  - be acrylic-based for superior plasticizer migration resistance;
  - have high moisture resistance for moisture vapor emission rates up to 8 lbs.;
  - have low VOC emission for use in occupied buildings;
  - meet CRI #104, Standard for Installation Specification of Commercial Carpet
  - be CRI Green Label Plus certified.
- c. Product shall be applied to 100% of substrate to ensure proper bonding of flooring material;
- d. Product to be provide at no additional cost and included in price bid for installed flooring material;
- e. Manufacturer/Brand: Mapei Ultrabond Eco® 810 Professional Carpet Tile Adhesive or approved equal.

5.2 VCT Adhesive:

- a. Provide adhesive that meets or exceeds product as specified or as recommended by flooring manufacturer for specific substrate conditions.
- b. Adhesive shall:
  - be a premium, clear, thin spread type;
  - be quick-drying for fast-track installations;
  - have superior tack and ultra-high shear strength;
  - dry clear so that layout lines remain visible during installation;

- have low odor formula for use in occupied buildings;
- be CRI Green Label Plus certified;
- c. Product to be provided at no additional cost and included price bid for installed flooring material;
- d. Manufacturer/Brand: Mapei Ultrabond Eco® 711 Premium Clear, Thin-Spread VCT Adhesive or approved equal.

### 5.3 LVT with Pressure Sensitive Adhesive:

- a. Recommend the use of adhesive for installation of Interface LVT products for the following areas:
  - a. Areas not exposed to direct sunlight or temperatures in excess of 29 degrees Celsius.
  - b. Apply adhesive with a V1 (1.6mm) notch trowel to a correctly prepared subfloor. Allow the adhesive to "tack up" and then lay the LVT into the adhesive. Immediately after the LVT flooring is placed roll the area with a 45kg roller ensuring complete contact of the LVT with adhesive. If unsure consult with your Interface Account Manager for further detail.;
- b. Product shall be a fast setting, polymer-modified, cement-based patching compound for use in repairing and leveling substrates;
- c. Product shall be applied over entire substrate surface area prior to installation of any flooring material;
- d. Manufacturer/Brand TacTiles® or approved equal, for areas up to 50m².
- e. Manufacturer/Brand: Intertac+® or approved equal, for areas up to 50m².

### 5.4 LVT Installation with Polymer 265 Full Set Adhesive:

- a. Interface recommend the use of full set adhesive (eg.: RLA Polymer 265 - 100% application by 1.6mm notched trowel) for installation of LVT products for the following areas:
  - a. Any areas not exposed to direct sunlight or temperatures in excess of 29 degrees Celsius.
  - b. Any area where foot or rolling traffic may be deemed extra heavy. Eg.: Outside a goods lift, delivery areas where pallet trolleys or similar may be used.
  - c. Polymer 265 can be used on heated subfloors where the maximum floor temperature will be less than 27 degrees Celsius.

Note: For areas exposed to direct sunlight such as in front of windows or other high temperature areas the default adhesive should be Holdfast 555 two-part PU adhesive. Apply Polymer 265 full set adhesive with a V1 (1.6mm) notch trowel to a correctly prepared subfloor. Allow the full set adhesive to semi tack up and then lay the LVT into the adhesive ensuring adhesive transfer occurs. Immediately after the LVT flooring is placed roll the area with a 45kg roller ensuring complete contact and adhesive transfer occurs between the LVT and the adhesive. Product shall be a fast setting, polymer-modified, cement-based patching compound for use in repairing and leveling substrates;
- d. Subfloor must be tested for moisture and pH levels and remedial action taken if the test results are found to be outside Interface recommendations.
- e. Subfloor must be checked for smoothness & level and remedial action taken if the results are found to be outside interface recommendations.
- f. Follow Interface recommendation for ambient temperature and humidity conditions.
- g. Installation over a subfloor that does not conform to the Interface recommendations for moisture, pH, floor level and ambient temperature and humidity conditions may void the product warranty.
- h. Interface recommend the use of adhesive systems as noted in this manual. The use of a non-recommended adhesive may void the product warranty.
- i. Interface recommends using floor protection after installation.
- j. DO NOT use self-adhesive peel up plastic based protection systems.

- k. Polymer 265 cannot be applied directly over a non-impervious subfloor, the subfloor pores will need to be opened by grinding or a coat of feather finish may be required.
- l. For further detail on the use of Polymer 265 please refer to the manufacturer's product data sheet.
- b. Product shall be applied over entire substrate surface area prior to installation of any flooring material;
- c. Manufacturer/Brand: RLA Polymer 265® or approved equal.

#### 5.5 Wall Base Adhesive:

- a. Provide adhesive that meets or exceeds product as specified or as recommended by proposed manufacturer of vinyl wall base;
- b. Adhesive shall:
  - be a premium acrylic-based product specifically designed to provide superior bond and impact resistance for rubber and vinyl, and carpet wall base;
  - have exceptional grab and wet strength;
  - provide a fast, early grab to hold base in place;
  - have light-colored formulation that will not stain;
- c. Product shall be provided at no additional cost and included in price bid for installed vinyl wall base;
- d. Manufacturer/Brand: Mapei Ultrabond Eco® 575 Premium Wall-Base Adhesive or approved equal.

#### 5.6 Patching Compound:

- d. Provide patching compound that meets or exceeds product as specified or as recommended by flooring manufacturer for specific substrate conditions;
- e. Product shall be a fast setting, polymer-modified, cement-based patching compound for use in repairing and leveling substrates;
- f. Product shall be applied over entire substrate surface area prior to installation of any flooring material;
- g. Manufacturer/Brand: Mapei Planipatch® Patching Compound or approved equal.

#### 5.7 Primer:

- a. Apply primer as recommended by flooring manufacturer for specific substrate conditions;
- b. Provide product at no additional cost and include in price bid for installed flooring material.

#### 5.8 Miscellaneous Materials:

- a. Provide any and all supplies and materials as necessary to complete installation;
- b. Provide all such supplies and materials at no additional cost, and include in price bid for flooring materials.

### 6.0 **Installation (General)**

- a. All installation workmanship shall be of first-class professional quality and in compliance with manufacturer instructions and CRI handbook for proper installation;
- b. Provide all items and accessories as required for a total and complete installation in every respect;
- c. Perform all operations necessary to complete installation in every respect.

#### 6.1 Qualifications:

- a. Bidder shall have a minimum five (05) years' experience in the successful installation of flooring materials and accessories as described herein for projects similar in scope and size of this contract. Only professional installers shall be assigned in the performance of work.

#### 6.2 Preparation of Area:

- a. Remove and replace all office furniture, classroom furniture, movable equipment and other furnishings as requested. Should any project require extensive moving services, the District may perform or outsource these services to other qualified contractor. Take prudent care to protect furniture and equipment during moving. Bidder shall be responsible for all damages incurred in performing services. Damage to either floor or wall surfaces resulting from such removal shall be the responsibility of Bidder to repair. Bidder shall not be responsible for moving any computer equipment, electronic equipment and copiers or removing the contents of libraries, large file rooms and other areas requiring extensive labor and specialized equipment;
- b. Remove all existing carpeting, pad, non-asbestos floor covering, wall base and other associated flooring accessories from specified area, unless otherwise instructed;
- c. Collect, store and transport to designated location all carpet materials that are to be recycled under manufacture's recycling program;
- d. Collect, transport and dispose all flooring materials that are not to be recycled in conformance to all regulatory requirements.

#### 6.3 Field Verification:

- a. Examine substrates to verify conditions are satisfactory for flooring installation and within tolerances specified by manufacturer. Concrete floors shall be dry with no negative alkalinity, carbonization, dusting, mold or mildew exhibited. Based on site observation, Bidder shall make recommendation to District Representative for further moisture testing, if necessary;
- b. Perform manufacturer's recommended moisture tests to verify new concrete surfaces have cured sufficiently to allow adhesive bonding to resilient flooring;
- c. Verify that substrates are free of cracks, ridges, depressions, scale and foreign deposits;
- d. Notify District Representative of any conditions detrimental to proper installation. Work shall not proceed until all unsatisfactory conditions are corrected;
- e. Installation of flooring shall indicate that all conditions are satisfactory and that substrate is acceptable.

#### 6.4 Asbestos:

- a. Should Bidder's personnel encounter any materials that are suspected to be embedded with asbestos, they should: (1) Stop all work at site and not disturb the area of suspicion; (2) Call District Representative and advise of discovery; (3) Leave the work site until the materials can be analyzed; and (4) Not commence or resume work until given instructions by District Representative;

#### 6.5 Delivery, Storage, Handling:

- a. Comply with CRI 104, Section 5, Storage and Handling. All flooring and materials to be installed shall be pre-conditioned for a minimum of seventy-two (72) hours in a climate-controlled area, or as recommended by manufacturer;
- b. Bidder shall be responsible for onsite supervision, scheduling, delivery, receiving and staging of materials at worksite;
- c. Deliver materials to the worksite in the manufacturer's unopened original dry containers, with all tags and labels intact, legible and clearly marked. Manufacturer's labels shall be clearly marked as to size, dye lot, and materials;
- d. Bidder shall provide sufficient equipment and personnel to handle materials to prevent any damage from dropping, careless storage and handling;
- e. Materials shall be stored above grade and fully protected from damage by other work and the elements until installed, within manufacturer's recommended temperature range.

#### 6.6 Environmental Conditions:

- a. Comply with CRI 104, Section 6.1, Site Conditions: Temperature and Humidity;
- b. Comply with referenced standards and manufacturer's recommendations for environmental conditions (temperature, humidity, etc.) of work area before, during and after installation. It shall be the responsibility of Bidder to advise District Representative of required conditions;

- c. Flooring materials shall not be installed until facility is enclosed and all wet work completed. HVAC system shall be fully operating and maintaining desired temperature and humidity;
- d. Ensure that flooring materials are installed only when the concrete moisture tolerance content is below that as recommended by manufacturer.

6.7 Preparation of Floor:

- a. Perform all corrections to substrates, per manufacturer's recommendations, to ensure proper installation;
- b. Remove all sub-floor ridges and bumps and fill all minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler. Remove paint, curing compounds, cement deposits, debris and other materials that may interfere with adhesion;
- c. Apply floor patching compound (i.e., Mapei Planipatch) to entire substrate surface area to achieve smooth, flat, hard surface unless otherwise instructed by District Representative. It is understood that under certain conditions this process may not be necessary;
- d. Apply primer to concrete substrates as necessary prior to application of adhesives in accordance to manufacturer's instructions;
- e. Vacuum and clean floor immediately before installation of flooring to make substrate surface free from dust, dirt, grease, and all foreign materials.

6.8 Maintenance Flooring Materials:

- a. Provide additional flooring materials, based on unit cost bid, upon completion of work in quantities as directed by District Representative for use in maintenance of flooring. Materials shall be of same color, pattern and production run as installed;
- b. Replacement maintenance materials shall be properly packaged in case lots and clearly identified with manufacturer product information, building location and room installed;
- c. Provide all overrun and usable scraps of flooring materials to District Representative upon completion of installation.

6.9 Protection:

- a. Comply with CRI 104, Section 15, Protection of Indoor Installations;
- b. Protect installed flooring against soiling and damage from other construction operations, rolling loads and placement of equipment and fixtures during remainder of construction period;
- c. Cover all or part of installation area, as necessary, with untreated building paper for additional protection.

6.10 Clean-up (General):

- a. Bidder shall be responsible on a daily basis to ensure frequent pick-up and proper disposal of all debris as a result of operations so that the work site presents a neat and orderly appearance;
- b. Debris shall not be allowed to create a safety hazard to student, staff, and general public, nor shall be left at worksite overnight;
- c. Should Bidder fail to perform clean-up at any project worksite on any day, the District reserves the right to accomplish the clean-up work in an expeditious manner, with the cost of work being charged back or deducted from amount due Bidder;
- d. Bidder shall remove all work materials, tools, equipment, and surplus materials upon completion of work and leave work site in ready to use condition.

6.11 Debris Disposal:

- a. Bidder shall be responsible for the collection, transport, disposal of all debris generated in the performance of work;
- b. Debris shall not be burned, buried, left for a collector, or placed in a dumpster at worksite;
- c. All disposal of debris shall be performed in a legal manner in accordance with existing State, County and City regulations;
- d. Disposal of debris shall be at no additional cost to the District including all waste disposal fees.

#### 6.12 Carpet Recycling:

- a. It is the intent of the District that all old carpet removed in the performance of work be returned to carpet manufacturer for recycling in concurrence with its established program;
- b. All carpet returned to manufacturing for recycling shall be at no additional cost to the District.

#### 7.0 **Installation Procedures (VCT)**

- a. Complete field verification and floor preparation procedures as specified herein;
- b. Install VCT with adhesive cement, tools, and procedures in strict accordance with manufacturer's most current written instructions. Observe the recommended adhesive trowel notching, open times, and working times;
- c. Establish the center of each space and lay tile from center point so that tiles at each edge will not be less than ½ tile and equal in width;
- d. Lay tile square to room axis;
- e. Spread adhesive evenly with notched trowel in accordance with manufacturer's instruction;
- f. Lay tile only after adhesive has developed sufficient tack;
- g. Extend flooring into toe spaces, door recesses, closets, and similar openings;
- h. Maintain continuity of color and texture pieces of tile installed;
- i. Cut and fit tightly to furniture, pipes, and other vertical surfaces, thresholds and edges. Scribe, as necessary, around obstructions to produce neat joints, lay tight, even, and straight;
- j. Tightly adhere tiles to substrate with no open points or cracks, and without raised or blistered areas;
- k. Fill surface imperfections such as cracks, depressions, or rough areas with plastic filler;
- l. Roll each area of installation at regular intervals to assure firm bonding of tiles to substrate;
- m. Apply silicone caulk to door jams with brand product as approved by District Representative.

#### 7.1 Borders/Patterns:

- a. Perform border/pattern work upon request of District Representative. It is estimated that approximately 80% of VCT installation projects shall require some degree of tile border work;
- b. Install border tile as instructed next to walls of not less than one-half tile and of equal size around perimeter of room;
- c. Install tile patterns as instructed. Pattern work shall be limited and not normally involve cutting of tiles;
- d. Perform border and limited pattern work at no additional cost to the District. However, projects requiring extensive pattern work involving large areas ( $\geq 25$  sq. ft.) and/or cutting of tiles may be subject to an additional supplemental charge as bid on Form of Proposal.

#### 7.2 Cleaning:

- a. Initial: Upon completion of installation in each area, remove excess and waste materials promptly and sweep or vacuum. After adhesive has had adequate time to set, mop each area with damp mop and mild detergent;
- b. Final: Remove scuff marks, excess adhesive and other foreign substances, using only neutral type cleaning products and techniques as recommended by manufacturer. Do not use acids or other caustic solutions.

#### 8.0 **Installation Procedures (Modular Carpet Tile)**

- a. Comply with CRI 104, Section 13, Carpet Modules (Tiles), and all manufacturer installation instructions including grid adhesive application. Should any manufacturer installation requirements differ from instructions of CRI 104, the manufacturer instructions shall prevail;
- b. Complete field verification and floor preparation procedures as specified herein;
- c. Verify carpet match before installing to ensure minimal variation between dye lots;

- d. Install tile carpeting using direct glue-down method using water-resistant, mildew-resistant, pressure-sensitive adhesive as specified herein;
- e. Apply adhesive uniformly to 100% of the substrate to ensure proper bonding of flooring materials;
- f. Follow open and set-up times as recommended by tile and adhesive manufacturer;
- g. Lay carpet tight and flat on substrate floor and fit neatly into breaks and recesses, against based, permanent cabinets, equipment, and into alcoves and closets;
- h. Where carpeting does not continue to another room, extend carpet tile under door and stop while in a closed position. Install appropriate thresholds, edge guards, or separators;
- i. Roll carpet to remove any air bubbles and insure bond;
- j. Remove excess adhesive immediately from carpet, walls, bases and adjacent areas.

#### 8.1 Cleaning:

- a. Remove any spots and smears of adhesive from carpet surface with cleaning agent without damaging floor, base and wall surfaces;
- b. Replace any carpet damaged during installation, at no charge to the District;
- c. Vacuum entire installation area with commercial beater-bar or pile-lifter type vacuum cleaner;

#### 9.0 **Installation Procedures LVT (Luxury Vinyl Tile)**

- a. Comply with all manufacturer installation instructions including grid adhesive application.;
- b. Complete field verification and floor preparation procedures as specified herein; Before installing, all concrete floors, regardless of age, must comply with the moisture and pH requirements as stated in manufacturer installation manual;
- c. Verify LVT match before installing to ensure minimal variation between dye lots;
- d. All substrates to receive resilient flooring shall be dry, clean, smooth and structurally sound. They shall be free of dust, solvent, paint, wax, oil, grease, residual adhesive, adhesive removers, curing, sealing, hardening/parting compounds, alkaline salts, excessive carbonation/laitance, mold, mildew and other foreign materials;
- e. When installing LVT, allow adhesive to set according to adhesive manufacturer's specifications prior to installation. Roll the tiles with a 3 section coated 100 lb. roller. Re-roll the entire glued floor area with the 100 lb. roller within the working time of the adhesive. Continue to roll the floor throughout the working day to ensure proper bond
- f. Apply adhesive uniformly to 100% of the substrate to ensure proper bonding of flooring materials;
- g. Follow open and set-up times as recommended by tile and adhesive manufacturer;

#### 9.1 Cleaning:

- a. Remove any spots and smears of adhesive from LVT surface with cleaning agent without damaging floor, base and wall surfaces;
- b. Replace any LVT damaged during installation, at no charge to the District;
- c. Clean entire installation area with commercial best practices;

#### 10.0 **Installation of Accessories**

- a. Install carpet edge guard or threshold, as appropriate, at locations where carpet terminates at other floor coverings. Appropriate concrete screws shall be used for anchoring device to substrate;
- b. Apply vinyl wall base to walls, columns, casework, and other permanent fixtures in areas as required. Install base in lengths as long as practical, with inside corners fabricated from base materials that are mitered or coped. Tightly bond wall base to vertical substrate with continuous contact at horizontal and vertical surfaces using specified adhesive;
- c. Install transition (edge) thresholds with lath screws only (no nails) wherever exposed edges of resilient flooring materials occur;

- d. When installed flooring stops at doorway, set transition threshold directly under the door in its closed position.

#### 11.0 **Warranty**

Reference Attachment A, "25. Condition of Product/Services": In addition... Bidder shall resolve all matters regarding warranty material facts and issues with the manufacturer without the involvement of SBAC, and shall have direct responsibility for the remedy of such issues. SBAC reserves the right to make sole and final determination of all disputes relating to the warranty application. Should Bidder be the material manufacturer and supplier, Bidder shall satisfy the needs of SBAC immediately, without dispute.

##### 11.1 Installation:

- a. Bidder (Installer) shall warrant that all installation work is in compliance with manufacturer's instructions and will be free from all faults and defects in workmanship, not inherent in the quality required or permitted, for a minimum period of one (01) year from the date of project final completion;
- b. Bidder shall be responsible for providing all labor to repair or replace the warranted affected flooring area within five (05) business days of notification by District Representative;
- c. Perform installation warranty work at no cost to the District.

##### 11.2 Vinyl Composition Tile (VCT):

- a. All purchased VCT shall carry a written product warranty against manufacturing defects for a period of five (05) years from date of final installation, or manufacturer's standard warranty, the greater of. Any other warranty exceeding these conditions or time limit that is provided by manufacturer to other commercial accounts shall additionally be offered to the District;
- b. Warranty period shall begin at the completion of installation of each project as referenced on invoice;
- c. Manufacturer shall be responsible for the payment of 100% of all reasonable labor costs directly associated with the repair and/or replacement of substandard tile for a period of one (01) year from date of final installation or manufacturer's standard warranty, the greater of. Any reimbursement of labor cost beginning in the second year and thereafter shall be in accordance with the term and conditions of the standard manufacturer's warranty.

##### 11.3 Modular Carpet Tile:

- a. All purchased carpet tile shall carry a written product warranty against manufacturing defects for a period of not less than fifteen (15) years from date of final installation or manufacturer's standard warranty, the greater of. Bidder shall additionally offer District any other manufacturer warranty provided to other commercial accounts that exceed these conditions;
- b. Warranty period shall begin at the completion of installation of each project as referenced on invoice;
- c. Warranty shall be non-prorated and include 100% reimbursement of all reasonable labor costs to remove and/or replace any tile carpeting that has failed in materials or workmanship within the specified warranty period;
- d. Warranty shall provide guarantee against the following, but not limited to, type failures: delaminating of the secondary backing from the primary backing containing the face fiber; zippering; edge raveling; runs; loss of tuft bind strength; dimensional stability; excess static discharge; stain resistance; and, excess surface wear, defined by the loss of more than ten percent (10%) of pile face fiber by weight (normal use). In addition, carpet shall be warranted to maintain antimicrobial effectiveness and against color loss due to normal exposure to indoor light.

##### 11.4 Other Materials:

- a. All other materials and accessories provided by Bidder in the performance of contract shall carry the manufacturer's standard warranty covering manufacturing defects.

ATTACHMENT C  
FORM OF PROPOSAL  
IFB 22-20  
CARPET & RESILIENT FLOORING  
(FURNISH/INSTALL) - ANNUAL CONTRACT

**Instructions:** Bid unit price, as per defined unit of measurement, for each specified line item. Decimals may be carried a maximum two places (0.00) for each unit price bid. Bidder shall submit pricing for all category line items to allow for evaluation on an overall basis; partial bids are not acceptable.

Unit prices shall be inclusive of all aspects of services required including: technical expertise; supervision; qualified labor; customary equipment, tools, and trade accessories; incidental materials and supplies; delivery; prep work; field measurement; travel time; insurance; profit; and, all other services that are necessary for the proper execution and performance of contract. It is the intent of the District that this be a full service, all-inclusive contract. Bidder shall perform all services complete in strict accordance with IFB specifications. Unit prices bid for listed flooring materials shall include complete turnkey installation unless otherwise indicated. The District shall not allow minimum order requirements in any form as part of the contract. No other charges or surcharges shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices offered shall be firm and fixed for the term of the contract and any subsequent renewal periods.

Bidder shall not change, alter, or otherwise modify the Form of Proposal in any form or manner.

LOT A - Flooring

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
1.	Vinyl Composition Resilient Tile Flooring (VCT), 12" x 12" Manufacturer/Brand: Armstrong Standard Excelon Imperial Texture VCT or approved equal				
a.	Furnish and Install, as specified	50,000	Sq. Ft.	\$ /SF	\$
b.	Furnish materials only Tiles per carton: _____	500	Sq. Ft.	\$ /SF	\$
Product Bid:					
Manufacturer Name		Product/Brand Name		Product Number	

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
2.	Luxury Vinyl Tile Flooring (LVT), 1meter x 25cm Manufacturer/Brand: Interface Studio Set LVT or approved equal				
a.	Furnish and Install, as specified	50,000	Sq. Ft.	\$ /SF	\$
b.	Furnish materials only Tiles per carton: _____	500	Sq. Ft.	\$ /SF	\$
Product Bid:					
Manufacturer Name		Product/Brand Name		Product Number	

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
3a.	Modular Carpet Tile, non-cushion backing Mfg./Brand: Interface Cubic GlasBac #1380102500 or approved equal				
1.	Furnish and Install, as specified	2,500	Sq. Yd.	\$ /SY	\$
2.	Furnish materials only Tiles per carton: _____	50	Sq. Yd.	\$ /SY	\$
3b.	Modular Carpet Walk Off Tile, non-cushion backing Mfg./Brand: Interface Step Repeat #SR699 or approved equal				
1.	Furnish and Install, as specified	500	Sq. Yd.	\$ /SY	\$
2.	Furnish materials only Tiles per carton: _____	50	Sq. Yd.	\$ /SY	\$
Product Bid:					
Manufacturer Name		Product/Brand Name		Product Number	

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
3.	Substrate Floor Preparation w/ patch compound (skim coat) Manufacturer/Brand: Mapei Planipatch or approved equal				
a.	Furnish and Install as specified (initial application)	80,000	Sq. Ft.	\$ /SF	\$
b.	Each additional application as necessary; requires prior approval of District Representative	5,000	Sq. Ft.	\$ /SF	\$
Product Bid:					
Manufacturer Name		Product/Brand Name		Product Number	

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
4.	Vinyl Cove Molding, 1/8" gauge Manufacturer/Brand: Burke Vinyl Base Type TV or approved equal				
a.	4" high, Furnish and Install as specified	2,000	Lin Ft	\$ /LF	\$
b.	4 1/2" high, Furnish and Install as specified	7,000	Lin Ft	\$ /LF	\$
c.	6" High, Furnish and Install as specified	500	Lin Ft	\$ /LF	\$
Product Bid:					
Manufacturer Name		Product/Brand Name		Product Number	

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
5.	Tile Transition Strips: Vinyl, Transitions 1/4" or 5/16" glue-down carpet to 1/16" to 1/8" resilient Manufacturer/Brand: Burke/Mercer 152 Carpet to Resilient Transition or approved equal				
a.	Furnish and Install and specified	1,500	Lin Ft	\$ /LF	\$
Product Bid:					
Manufacturer Name		Product/Brand Name		Product Number	

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
6.	Carpet Edge Guard: Vinyl, Size: 1 5/8", flexible capping for 1/4" coved/glue-down carpet Manufacturer/Brand: Burke/Mercer 230 Mono Edge or approved equal				
a.	Furnish and Install and specified	1,500	Lin Ft	\$ /LF	\$
Product Bid:					
Manufacturer Name		Product/Brand Name		Product Number	

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
7.	Removal/disposal of existing non-asbestos VCT or other type resilient flooring	30,000	Sq. Ft.	\$ /SF	\$

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
8.	Removal/recycling/disposal of existing direct glued-down foam, vinyl or rubber backed carpet	40,000	Sq. Ft.	\$ /SF	\$

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
9.	Moving (in/out) of furniture and movable equipment in association with installation work	40,000	Sq. Ft.	\$ /SF	\$

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
10.	Upholstery Installation Work (i.e., stairways, etc.)	200	Lin Ft	\$ /LF	\$

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
11.	VCT pattern work involving areas $\geq$ 25 SF, and/or cutting of tiles; additional charge to Item #01	1,000	Sq. Ft.	\$ /SF	\$

#	Description	Est. Qty.	U/M	Unit Cost (Per Hour)	Extend Amount
12.	Carpet/Tile Repair Labor; 2-Man Crew (Installer + Helper); for any misc. work not specified in IFB	80	Hours	\$ /HR	\$

#	Description	Est. Qty.	U/M	Unit Cost (Per Hour)	Extend Amount
13.	Carpet/Tile Installation Labor; 2-Man Crew (Installer + Helper); for any off contract flooring installations not specified in IFB	80	Hours	\$ /HR	\$

LOT A AWARD SUBTOTAL					\$
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LOT B – Aluminum Walk Off Mats

#	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
1.	Aluminum Frame walk off with exterior brush inserts for exterior use Manufacturer/Brand: Ronick Matting Systems – BaseMat 300; or approved equal				
a.	Walkoff mat, as specified	2500	Sq. Ft.	\$ /SF	\$
b.	Heavy duty carpet insert	500	Sq. Ft.	\$ /SF	\$
c.	Exterior Brush carpet insert	500	Sq. Ft.	\$ /SF	\$
d.	Abrasive tape insert	500	Sq. Ft.	\$ /SF	\$
e.	Vinyl tread insert	500	Sq. Ft.	\$ /SF	\$
f.	Aluminum recessed frame	1250	Sq. Ft.	\$ /SF	\$
g.	Surface mounted rubber tray	1250	Sq. Ft.	\$ /SF	\$

Product Bid:		
Manufacturer Name	Product/Brand Name	Product Number

LOT B AWARD SUBTOTAL	\$
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AWARD GRAND TOTAL	\$
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The District advises Bidder, prior to submission of Bid, to check the Purchasing Department website for any issued Addenda.

Acknowledgement of receipt of addenda (if applicable):

\_\_\_\_\_  
(initial here) Addendum No. 1

\_\_\_\_\_  
(initial here) Addendum No. 2

## QUESTIONNAIRE

### **Service Dispatch Facility:**

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Contact/Title: \_\_\_\_\_  
Email: \_\_\_\_\_

### **Designated Account Representative**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

### **Project Manager** (Check ☒ if same as above) ☐

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

### **Emergency Contact**

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

### **Quotations**

Send requests for price quotations to: ☐ Account Representative ☐ Project Manager  
☐ Other: \_\_\_\_\_

### **Business Operations**

Does your firm have the ability and experience to perform all services as described herein? ☐ Yes ☐ No

Is it your firm's intent to subcontract any portion of specified services in this contract? ☐ Yes ☐ No

If yes, provide details as attachment to Bid response.

Are office staff available to receive calls during regular business hours? ☐ Yes ☐ No Hours: \_\_\_\_\_ to \_\_\_\_\_

Does your firm agree to perform work after normal operating hours, if necessary? ☐ Yes ☐ No

Exceptions: \_\_\_\_\_

**Experience**

Years in business under present name: \_\_\_\_\_

Years providing products/services within the State of Florida: \_\_\_\_\_ Alachua County: \_\_\_\_\_

Has your firm ever done business with the District? ☐ Yes ☐ No

Is your firm currently servicing other commercial accounts within Alachua County? ☐ Yes ☐ No

Does your firm currently have contracts with any school districts within State of Florida? ☐ Yes ☐ No

If yes, list primary school district contracts: \_\_\_\_\_

\_\_\_\_\_

**Personnel**

Current number of qualified Floor Covering Installers available under the contract? \_\_\_\_\_

Do all installers meet all qualifications as specified? ☐ Yes ☐ No

Current number of qualified Helpers available under the contract? \_\_\_\_\_

By submission of Bid, Bidder certifies that all assigned personnel meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations.

## **References**

Provide five (05) references from commercial accounts or other public agency contracts within the State of Florida for which your firm has provided flooring contract services within the past two (02) years. A minimum of two (02) references shall be for project work with contract amount of \$10,000 or more.

1) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Date project completed: \_\_\_\_\_

Under current contract: ☐ Yes ☐ No Contract Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Date project completed: \_\_\_\_\_

Under current contract: ☐ Yes ☐ No Contract Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3) Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Date project completed: \_\_\_\_\_

Under current contract: ☐ Yes ☐ No Contract Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4)** Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Date project completed: \_\_\_\_\_

Under current contract: ☐ Yes ☐ No Contract Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5)** Company/Organization name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

Contact name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone #: (\_\_\_\_\_) \_\_\_\_\_ Date project completed: \_\_\_\_\_

Under current contract: ☐ Yes ☐ No Contract Amount: \$ \_\_\_\_\_

Description of services provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_