



# ORANGE COUNTY PUBLIC SCHOOLS

## FACILITIES & CONSTRUCTION CONTRACTING

6501 Magic Way, Orlando, Florida 32809

Telephone 407.317.3219 Fax 407.317.3765

### INVITATION TO BID

**BID NUMBER: ITB1312303, TITLE: FLOOR INSTALLATION & REPAIR SERVICES**

Bids must arrive on or before **11:00 AM EST on Monday, February 24, 2014** at the Orange County Public Schools, 6501 Magic Way, Building 100B, Orlando, Florida, at which time they will be publicly opened. It is the sole responsibility of the bidder to ensure timely delivery of the bid submittal. The bidder is responsible for allowing adequate mailing time in order that their bid is delivered to the Facilities & Construction Contracting Department by the specified due date and time. Offers by telegram, facsimile machine or telephone are not acceptable. Bids may not be withdrawn for (60) sixty days after opening. Request for information cut-off date will be five (5) business days prior to Bid opening date.

Please direct all inquiries in writing to: Jill Poolman @ [jill.poolman@ocps.net](mailto:jill.poolman@ocps.net)

By submission of a Bid, vendor understands that award of the Bid by The School Board of Orange County, Florida, and any subsequent purchase orders and agreements shall constitute a binding and enforceable contract. Unless otherwise stipulated in the Bid documents, no other contract documents shall be issued.

**PRE-BID MEETING:** Friday, February 14, 2014, at 10:00 a.m.  
6501 Magic Way, Bldg. 100B, Conference Room 127  
Orlando, FL, 32809

**Attendance of the Pre-Bid Meeting is not mandatory.**

### BIDDER CERTIFICATION AND IDENTIFICATION

A. I certify that this Bid is made without prior understanding, agreement, or connection with any corporation or firm; or knowledge of any person submitting a Bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid; and I certify that I am authorized to sign this Bid for the Bidder.

B. Bidder certifies that it satisfies all necessary legal requirements as an entity to do business with The School Board of Orange County, Florida.

C. Bidder acknowledges and certifies that it is in receipt of, has reviewed and is in agreement with all provisions of the Ethics and Lobbying Board Policy KCE, including without limitation, all penalties for violation of said policy.

[www.ocps.net/sb/Superintendent%20Documents/KCE%20Ethics%20and%20Lobbying%20Policy%206\\_26\\_12.pdf](http://www.ocps.net/sb/Superintendent%20Documents/KCE%20Ethics%20and%20Lobbying%20Policy%206_26_12.pdf)

### BIDDER ACKNOWLEDGEMENT

**A written original signature in ink is required.**

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ E-mail Address \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Name (Typed or Printed) \_\_\_\_\_

Date \_\_\_\_\_

All supporting bid documents such as Addenda, tabulation sheets, notices of action and/or notices of award will be posted on the website at <https://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx> under Current Solicitations. It is the responsibility of the bidder to monitor the website for all information regarding this bid or any upcoming bids/proposals.

## INSTRUCTIONS TO BIDDERS

Bidder shall read all solicitation documents and comply with all specified requirements.

**SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement" section must be completed, signed and returned with the Bid submittal. The Bid Price Sheet pages on which the Bidder actually submits a Bid and any pages upon which information is required to be inserted must also be completed and submitted with the Bid. Orange County Public Schools (OCPS) reserves the right to reject any Bid that fails to comply with these submittal requirements.

**BID SUBMITTAL:** The completed Bid must be submitted in a sealed envelope with Bid number, Bid title, Bid opening date & time, Bidder name and return address clearly typed or written on the front of the envelope. Please use the enclosed label on the outside of the mailing envelope or package (FedEx, Priority Mail, etc.) when submitting your Bid. Do not include more than one Bid per envelope. Bidders must be certain that all pages of the Bid and all attachments and addenda are received by the Bidder prior to submitting a Bid without regard to how a copy of this Invitation to Bid was obtained. All Bid information is available on the OCPS Procurement Services website at:

<https://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx>. Bidders are expected to examine all instructions, terms and conditions, specifications, delivery schedules, bid prices and extensions. Failure to do so will be at Bidder's risk.

The address for Bid submittal, including U.S. mail, hand delivery and overnight courier delivery, is Orange County Public Schools, Facilities & Construction Contracting, Building 100B, 6501 Magic Way, Orlando, FL 32809. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their Bid or related material. The OCPS Facilities & Construction Contracting Department will not accept delivery of any Bid or related material delivered C.O.D. or requiring additional postage.

All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their Bid is received by the OCPS Facilities & Construction Contracting Department on or before the time and date due for Bid to be considered. Bids submitted by electronic or facsimile transmission will not be accepted. Bids received after the date and hour specified will not be considered. Late Bids or Proposals will be rejected.

**No Bid:** If not submitting a Bid, respond by returning only the "NO BID RESPONSE FORM". Fax number 407.317.3765.

**EXECUTION OF BID:** Bid must contain a written original signature of an authorized representative in the space(s) provided. All Bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure. All price corrections must be initialed by the person signing the Bid. OCPS reserves the right to reject any Bid or Bid item completed in pencil or any Bid that contains illegible entries or price corrections not initialed. Only the terms and conditions of this solicitation as they were released by OCPS, or amended via addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to in writing by OCPS.

**INTERPRETATION OF BID DOCUMENTS:** No interpretation of the meaning of the bid document or correction of any apparent ambiguity, inconsistency or error therein, will be made verbally to any Bidder. All requests for such interpretation or correction shall be in writing, addressed to the Facilities & Construction Contracting Representative five (5) days prior to bid opening date. To ensure fair consideration for all Bidders, The School Board of Orange County, Florida (School Board) prohibits communication of any kind relating to this bid with any other department, bureau or employee during the submission process of this Bid. Such communications initiated by a Bidder may be grounds for disqualifying the offending Bidder from consideration or award of the Bid then in evaluation and/or any future Bid. Only the interpretation or correction so given by the Facilities & Construction Contracting Representative, in the form of written addenda, shall be binding. Prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the Bid Documents. Inquiries must reference the date of Bid opening, Bid title and Bid number. Interpretation of the Bid, clarification of Bid specifications and requirements or changes to the Bid shall be communicated by written addenda only. Verbal responses shall be considered inadmissible in Bid protest proceedings. Written addenda shall be signed and returned to Facilities & Construction Contracting by the Bid opening date and time. Failure to return such addenda may constitute cause for rejection.

**CHANGE OR WITHDRAWAL OF BIDS PRIOR TO BID OPENING:** Changes to or withdrawal of the Bid must be in writing. This communication is to be received by the Procurement Representative prior to date and time of Bid opening. The Bidders name and the Bid number, title and due date must appear on the envelope.

Bids that do not comply with these requirements may be considered non-responsive and are subject to rejection.

## NO BID RESPONSE FORM

If your company is not submitting a response to this Invitation to Bid, please complete and fax this form prior to the due date established in the bid document.

Orange County Public Schools  
Facilities & Construction Contracting  
**Attn: Jill Poolman**  
6501 Magic Way, Bldg. 100B  
Orlando, FL 32809  
**Fax 407.317.3765**

This information will assist Facilities & Construction Contracting in the preparation of future Bids.

Bid #: **ITB1312303**, Title: **FLOOR INSTALLATION & REPAIR SERVICES**

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

Contact Person Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Please check reason for a "no bid".

- ☐ Specifications "too tight", geared toward one brand or manufacturer (explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

## BID IDENTIFICATION LABEL

**Notice to all Respondents:** For your convenience, the label below has been provided to identify your proposal submittal properly. Place your bid in a sealed envelope. Type or print company name and address in area provided below and affix the label on the outer surface of the envelope or package.

All visitors are required to check-in at the Facilities & Construction Contracting Reception Desk. If you are hand delivering a proposal, a time/date stamp is available at the Reception Desk. Date stamp your envelope/label and notify Facilities & Construction Contracting that you have delivered a proposal to the Reception Desk. A record of all deliveries and delivery times will be documented at the Reception Desk.

**PLEASE FILL OUT THE LABEL BELOW AND ATTACH IT TO THE OUTSIDE OF YOUR REPLY ENVELOPE.**

**DO NOT OPEN - SEALED BID - DO NOT OPEN**

BID # **ITB1312303**, TITLE: **FLOOR INSTALLATION & REPAIR SERVICES**

**BID TO BE OPENED ON FEBRUARY 24, 2014 AT 11:00 A.M.**

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DELIVER TO:**                   **ORANGE COUNTY PUBLIC SCHOOLS  
FACILITIES & CONSTRUCTION CONTRACTING  
ATTN: JILL POOLMAN  
6501 MAGIC WAY, BUILDING 100B  
ORLANDO, FL 32809**

## BID CHECKLIST

Bidders must check the website <https://www.ocps.net/op/procure/Solicitations/Pages/Current.aspx> up to the bid opening date and time for all addenda issued and for any information regarding this bid.

**Affix address label on page 4 to the outside of the reply package (i.e. FedEx or UPS) or envelope**

### Verify bid return date

- ☐ BID PRICE SHEET
- ☐ INVITATION TO BID FORM
- ☐ MWBE/LDB SUBCONTRACTOR FORM
- ☐ RESPONDENT'S EXPERIENCE/QUALIFICATIONS FORM
- ☐ STATEMENT OF AFFIRMATION AND INTENT FORM
- ☐ ACKNOWLEDGEMENT OF BUSINESS TYPE FORM
- ☐ DRUG FREE WORKPLACE FORM
- ☐ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS FORM
- ☐ **CD\DVD\thumb drive (Electronic Files)**

Electronic copy of submittal (in PDF format) must replicate the actual packet of information being submitted in paper form to OCPS to include all signed forms and bid price sheet(s) along with any other required documentation specified. Respondent may include all required files on one CD\DVD\thumb drive.

Note: In case of a conflict between information on the hard copy and electronic version, the hard copy will take precedence.

## DEFINITION OF TERMS

**Acquisition** - the process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

**Addenda** – a written addition or supplement to a document, for example, items or information added, deleted or changed on a procurement document. Addenda will be posted on the website.

**Alternate Bid** - a substitute bid or a bid submitted with an intentional substantive variation to a basic provision, specification, term or condition of the solicitation. Alternate bids shall only be provided when requested in the bid documents.

**Best Value Bidding** - the purpose of best value bidding is to allow factors other than price to be considered in the determination of award for specific goods or services based on pre-determined criteria identified by OCPS.

**Bid** - written solicitation for competitive sealed bids to provide equipment, supplies, services or construction items.

**Bidder** - shall refer to anyone submitting a bid in response to an Invitation to Bid.

**Bid Sample** - a sample offered by a bidder when required in an invitation to bid (ITB). The samples are considered a required part of the bid and are examined and tested for conformance with the requirements of the ITB.

**Conflict of Interest** - an actual or potential situation in which the personal interests of a vendor, employee or public official, are, or appear to be, in conflict with the best interests of OCPS.

**Contract** - a mutually binding legal instrument obligating the seller to furnish the supplies or services and the Procurement Representative to pay for them, including but not limited to purchase orders and formal agreements.

**Contract Modification** - means any written change in the terms of a contract.

**Contractor** - the bidder, proposer, offeror or respondent.

**Descriptive Literature** - means information provided by an offeror, such as cuts, illustrations, drawings and brochures that shows a product's characteristics or construction of a product or explains its operation. The term includes only that information needed to evaluate the acceptability of the product and excludes other information for operating or maintaining the product.

**FOB Destination** - free on board at destination; title changes hands from vendor to purchaser at the destination of the shipment; vendor owns goods in transit and files any claims. Payment of freight charges is determined by contract terms.

**In Writing** - any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

**Insurance** - means a contract in which one party, for a fee, undertakes to protect another party against loss, damage or liability arising from an unknown or contingent event.

**Latent Defect** - an unknown deficiency or imperfection that impairs worth or utility that cannot be readily detected from initial or visual examination.

**Laws and Regulations** - Laws, Rules, Regulations, Ordinances, and/or court or administrative Orders of the federal, state and school board.

**Lobbying** - is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after advertisement and prior to the award of a bid or contract.

**Local Developing Business (LDB)** – A business concern that is domiciled in the Local Area (Orange, Osceola, Lake or Seminole County) and that meets the Revenue Limitations, and that is owned and controlled by one or more individuals whose personal net worth does not exceed the Net Worth Limitation.

**Lump Sum** - the total price of a group of items, which is priced as a whole.

**Minority/Women Business Enterprise (MWBE)** - OCPS has established a MWBE policy for the procurement of goods and non-professional services with an annual participation goal of 12%. Vendors must be certified as a MWBE to be considered under this program. Valid and current certifications from Orange County, City of Orlando, Greater Orlando

Aviation Authority (GOAA), State of Florida and National Minority Supplier Development Council (NMSDC) are acceptable. Copies of certification documents must be submitted with the bid.

Notice of Award - the written notice of the acceptance of the solicitation from OCPS to the Contractor/Consultant.

Offer - a response to a solicitation that, if accepted, would bind the offeror to perform the resulting contract.

Offeror - one who makes an offer in response to a solicitation; or one who submits a bid in response to a Request For Proposal (RFP), Invitation To Bid (ITB), Invitation To Negotiate (ITN).

Owner - OCPS

Pricing - the process of establishing a reasonable amount to be paid for supplies or services.

Procurement Representative - the Procurement Services employee identified in the bid documents who is primarily responsible for processing the solicitation.

Procurement Services Department – is also referred to as Procurement or Purchasing. Procurement Services Department within Orange County Public Schools is responsible for the administration of this solicitation.

Purchase Order - a purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested item(s), delivery schedule, terms of payment, and transportation.

Qualification Requirement - means a District's requirement for testing or other quality assurance demonstration that must be completed before award of a contract.

Qualified Products List (QPL) - an approved list of supplies, services, or construction items, described by model or catalogue numbers, which, prior to competitive solicitation, OCPS has determined will meet the applicable specification requirements.

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

Responsive Bidder - Bidder who has submitted a bid that conforms in all material respects to the solicitation.

Shipment - the process of transporting goods.

Signature or Signed - the discrete, verifiable written symbol of an individual; indicates a present intention to authenticate the writing. This includes electronic signatures.

Solicitation - a written request for bids or proposals to provide equipment, supplies, services or construction items.

Solicitation Provision or Provision - a term or condition used only in solicitations and applying only before contract award.

Specifications - a description of the physical or functional characteristics, or of the nature of a supply, service, or construction item; the requirements to be satisfied by a product, material, or process indicating, if appropriate, the procedures to determine whether the requirements are satisfied.

Submitting of Bids - all bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the OCPS bid forms may be rejected. All bids are subject to the conditions specified herein and on any attached sheets, specifications, special conditions or vendor notes.

Supplemental Agreement - means a contract modification that is accomplished by the mutual action of the parties.

Surety - shall mean any corporation that executes, as Surety, the Contractor's Proposal/Bid, Performance, and/or Payment Bond.

Termination for Convenience - means the exercise of the District's right to terminate performance of work under a contract completely or partially when it is in the District's interest.

Termination for Default - means the exercise of the District's right to terminate a contract completely or partially because of the Contractor's actual or anticipated failure to perform its contractual obligations.

Warranty - means a promise or affirmation given by a Contractor to the District regarding the nature, usefulness or condition of the supplies or performance of services furnished under the contract.

## GENERAL TERMS AND CONDITIONS

1. **Cancellation:** OCPS reserves the right to cancel an Invitation to Bid, in whole or in part, when it is in the best interest of the School Board. Notice of cancellation will be posted on the OCPS Procurement Services website.

2. **Non-Collusion:** The prices in this bid have been arrived at independently, without consultation, collusion, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

3. **Conflict of Interest:** In addition to full and complete adherence to the requirements provided in Chapter 112.313, Florida Statutes, all Bidders must disclose with their bid the name of any officer, director, agent, or representative who is also an employee of the School Board and who knowingly owns, directly or indirectly, any interest of any amount in the Bidders company, firm, or branch.

4. **Bid Information and Notification:** All bid notices and solicitations are web posted on Orange County Public Schools Procurement Services website. ([www.procurement.ocps.net](http://www.procurement.ocps.net)). It is the Bidders responsibility to monitor the website to view current solicitation opportunities and addenda. All supporting bid documents such as addenda, tabulations sheets, notice of action and notice of award will be posted on the website. It is the responsibility of the bidder to monitor the website for all information about this bid.

5. **Bid Protests:** : Any person who is adversely affected by a decision of the Orange County School District concerning this procurement, shall file a Notice of Intent to Protest in writing within 72 hours after the notice of decision is posted, excluding Saturdays, Sundays, and legal holidays. A formal written protest shall be filed no later than 10 days after the notice of intent to protest is filed. The formal written protest must be accompanied by a bid protest bond in the amount of one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000.

Any person who is adversely affected by the terms, conditions, or specifications set forth in this Request for Proposal shall file a notice of intent to protest, in writing within 72 hours after the solicitation document is posted, excluding Saturdays, Sundays, and legal holidays. A formal written protest shall be filed no later than 10 days after the notice of intent to protest is filed. The formal written protest must be accompanied by a bid protest bond in the amount of one percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000.

The Notice of Intent to Protest and formal written protest shall be filed with the Senior Director, Procurement Services, 445 W. Amelia St., Orlando, FL 32801. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a protest or failure to post the bond or other security within the time frames or in the manner described above shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

6. **Lobbying:** : School board members and school board personnel (except the Procurement Services Representative) are not to be contacted prior to the School Board's decision to approve or reject the final recommendation presented to it by the Superintendent. At the discretion of OCPS, failure to comply with this requirement will be grounds for disqualification.

Specifically, this No-Contact Period shall commence on the initial date of the advertisement for Request for Proposal and continue through and include the date the Orange County School Board makes its determination to approve or reject the final recommendations.

Failure to meet any of these requirements may disqualify your firm from consideration.

7. **Laws and Regulations:** Applicable provisions of all Federal, State, County, and Local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Bid response hereto and The School Board of Orange County, Florida by and through its officers, employees, and authorized representatives, or any other persons, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

8. **Patents and Royalties:** The Bidder, without exception, shall indemnify and save harmless The School Board and its employees from liability of any nature or kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the School Board. If the Bidder uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Bid prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

9. **Advertising:** In submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising.

10. **Other Governmental Agencies:** All bidders awarded contracts from this bid may, upon mutual agreement, permit any school board, city, municipality or other governmental agency to participate in the contract under the same prices, terms and conditions, if agreed to by both parties. It is understood that at no time will any school board, city, municipality or other agency be obligated for placing an order for any other school board, city, municipality or agency; nor will any school board, city, municipality or agency be obligated for any bills incurred by any other school board, city, municipality or agency. Further, it is understood that each agency will issue its own purchase order to the awarded bidder(s).

11. **Right to Use Existing Bids:** The School Board reserves the right to utilize any other contract, including but not limited to the following: any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system, cooperative Bid agreements, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012. The district also reserves the right to bid separately any item(s) and/or service(s) covered under this contract, if deemed to be in the best interest of the School Board, at any time during this contract term.

12. **Default:** Failure to perform according to this solicitation and/or resulting contract shall be cause for Bidder's company to be found in default, in which event any re-procurement costs may be charged against Bidder's company. Failure to pay said amount to the School Board upon demand would result in the company being barred from doing business with the School Board for a period not less than three (3) years from date of infraction. Thereafter, the Bidder may request to be reinstated. In the event of a default on a contract, the Bidder shall be responsible for any all attorneys' fees and court costs incurred in collecting any liquidated damages.

13. **Public Entity Crimes:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 vendor list.

14. **Awards:** Bids shall be awarded based on the lowest, responsive and responsible bidder which meets specifications with consideration being given to the specific quality of the product, conformity to the specifications, suitability to school needs, delivery terms, financial ability of the firm, qualifications, experience, reputation, integrity, and past performance of the bidder. The School Board also reserves the right to award to more than one vendor for same or similar products or services.

The School Board reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all Bids or to waive any minor irregularity or technicality. Bidders are cautioned to make no assumptions unless their Bid has been evaluated as being responsive. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes. Awards made as a result of this proposal shall conform to applicable Florida Statutes.

Vendors shall accept Purchase Orders or an Orange County Public Schools Visa Purchasing Card as instruments of authorization for purchases. Vendors who fail to comply with this requirement will be deemed as failing to perform.

All purchases are contingent upon available District funding.

15. **Termination:** The School Board reserves the right to terminate the contract awarded as a result of this bid/proposal, or any part herein, without penalty. The School Board will notify the vendor of the intent to terminate, in writing, at least (30) thirty-days prior to the effective date of termination, and the contract will officially terminate at the end of the (30) thirty-day grace period. The awarded vendor may cancel the Bid (90) ninety days after written notice to The School Board, Office of Procurement Services.

16. **Right to Reject:** The School Board reserves the right to reject any or all proposals, to waive irregularities and technicalities, or to accept the proposal(s), which, in its judgment, best serves the interest of the Orange County School Board.

**17. Tie Bids:** In the case of identical qualified bids, the following criteria shall be utilized to determine award of bid: (1) Certification under Florida Statutes as a Drug-Free Workplace; (2) In-county preference; (3) MWBE Certification; (4) Payment discount offered; (5) Coin flip.

**18. Prices and Terms:** Prices are requested in units of quantity specified in the Bid specifications. In case of a discrepancy in computing the total amount of Bid, unit price quoted will govern. Firm prices shall be bid and include any and all fees or costs involved in providing the product or service to the purchaser. Bid prices shall include delivery F.O.B. destination, freight prepaid and shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated OCPS agent.

The Board shall not pay Federal Excise and State taxes on direct purchases of tangible personal property. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board-owned real property as defined in Chapter 192 of the Florida Statutes. The tax exemption number is 85-8012622264C-6.

**19. Quantities:** The quantities as shown on the Bid Price Sheet are estimates only and in no way obligate the School Board to purchase these amounts. The estimates are intended as a guide in submitting your Bid. The actual quantities purchased under this Bid may vary. The School Board reserves the right to renegotiate prices if at any time during the term of the contract agreement the School Board purchases fifty percent more than the estimated quantity of any line item on the bid price sheet.

**20. Extension:** In addition to any renewal options contained herein, OCPS has the right to extend any award resulting from this Bid for the period of time necessary for OCPS to release, award and implement a replacement Bid for the goods, products and/or services provided through this Bid. Such extension shall be based upon the same prices, terms and conditions as the existing bid.

**21. Method of Ordering:** Orders shall be processed only upon receipt of an authorized purchase order issued by The School Board of Orange County, Florida, or an Orange County Public Schools Visa Purchasing Card. All orders shall be initiated on an as-needed basis throughout the term of the contract. Orders shall be promptly filled and delivered to any location within Orange County, Florida. Any item or items received that do not meet specifications or duplicate shipments received will be returned at vendor's expense.

**22. Invoicing:** The successful Bidder will be required to submit invoices that reference valid purchase order numbers on all requests for payment. Invoices, in duplicate, shall be mailed directly to Orange County Public Schools, Accounts Payable, P. O. Box 4984, Orlando, Florida 32802-4984. A separate invoice must be received for each purchase order number. It is the sole responsibility of the vendor to ensure that the invoice corresponds to the purchase order and to resolve any discrepancies by notifying the point of contact on the purchase order prior to submitting the invoice for payment. Any invoice submitted as a result of the award of this Bid shall be itemized reflecting the items on the purchase order. "Lump sum" invoices shall not be submitted nor will be accepted for multiple line purchase orders.

**23. Payment:** The School Board will only pay the dollar amounts authorized on the purchase order. Payments shall be made to the vendor on the purchase order. Payment will be made according to the Prompt Payment Act after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packages, cases, delivery lists and correspondence.

**24. Assignment:** The awarded vendor shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm or corporation without prior written authorization by The School Board.

**25. Manufacturer's Name & Approved Alternates:** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. If Bids allow equivalent products, indicate on the bid form the manufacturer's name and model number. Bidder shall submit with his Bid, cut sheets, sketches, and descriptive literature, and/or complete specifications. The School Board reserves the right to determine acceptance of item(s) as an approved alternate. Bids that do not comply with these requirements are subject to rejection. If the manufacturer's model number for the items specified herein is incorrect, has changed or is no longer available and has been replaced with a new updated model and specifications, the Bidder shall notify Procurement Services in writing.

**26. Item Substitutions:** Substitution of other brands for items awarded and ordered is prohibited. In the event an awarded item is discontinued by the manufacturer during the term of the contract and is not available from either the vendor's or the manufacturer's inventory then the successful Bidder must provide written notification from the manufacturer that the item has been discontinued. The vendor must file a written request with Procurement Services and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested.

**27. Quality:** The items Bid must be new, the latest model, of the best quality and highest-grade workmanship. Items offered may be tested for compliance with Bid conditions and specifications at any time. Items delivered not conforming to Bid conditions or specifications may be rejected and returned at vendor's expense.

**28. Silence of Specifications:** Any omissions of detail in the specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

**29. Samples:** Samples of items, when required, must be furnished at no cost to the School Board and will be returned at the Bidder's expense upon request. Bidders shall be responsible for the removal of all samples furnished within 30 days after Bid opening. All samples will be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, manufacturer's brand name, Bid name, Bid number and item number. Failure to deliver required samples or to identify samples clearly as indicated may be cause for rejection of the Bid. Unless otherwise indicated, samples should be delivered to Orange County Public Schools, Procurement Services Department, 445 West Amelia Street, Orlando, Florida 32801.

**30. Manufacturer's Certification:** The Procurement Services department reserves the right to request all manufacturers' certifications, if applicable.

**31. OSHA:** The Bidder warrants that the product or products supplied to The School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1979, as amended, and the failure to comply will be considered a breach of contract.

**32. Material Safety Data Sheet:** A Material Safety Data Sheet (MSDS) must be submitted for all hazardous materials/chemicals. The MSDS sheet must be submitted for hazardous materials/chemicals prior to a recommendation for award. Failure to submit the required Material Safety Data Sheet(s) within forty-eight (48) hours of request shall render the Bid non-responsive. This information must be provided in compliance with Florida's Right-To-Know Law.

**33. Asbestos and Formaldehyde Statement:** Bidder certifies that all materials supplied to OCPS will be 100% asbestos and formaldehyde free.

**34. Underwriters' Laboratories:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.

**35. Service and Warranty:** Unless otherwise specified, all equipment Bid must be new, the latest model, first quality, carry the manufacturer's standard warranty and be equal to or exceed the specifications listed in the Bid. During the warranty period, the successful Bidder must repair or replace any defective equipment without cost to the school district with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful Bidder shall make any such repairs or replacements immediately upon receiving notice from a representative of the school district.

**36. Facilities:** The School Board reserves the right to inspect the Bidder's facilities at any time with prior notice. OCPS may use the information obtained from this inspection in determining whether a Bidder is responsible.

**37. Delivery:** Unless otherwise specified, delivery shall be within (30) thirty days from the date of the receipt of the purchase order. If unable to meet this delivery time frame, please indicate the best delivery times on the bid price sheet. Delivery time may become a basis for making an award. Deliveries shall be made between normal OCPS working hours, except on Saturdays, Sundays, or holidays when all school buildings and the warehouse are closed.

**38. Freight Terms:** Unless otherwise specified, all shipments are to be shipped inside delivery, F.O.B. destination, with all transportation charges prepaid and title transferring to the district at time of delivery, (Bidder pays

and bears all freight related charges, owns goods in transit and files any claims). Bid prices shall include all cartage, drayage, packing, etc., delivered to and unloaded at the receiving station at the site designated in the Invitation to Bid or purchase order and there received by the designated OCPS agent.

**39. Failure of Performance/Delivery:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.

**40. Packaging:** All products shipped shall require proper packaging to ensure they are received free from damage. Vendors must comply with all packaging requirements as required for the product to be received and used in proper working condition. All such packaging costs shall be included in unit prices.

**41. Packing Slips:** The Vendor shall be responsible for attaching all packing slips to the OUTSIDE of each shipment. Packing slip must reference OCPS purchase order number. Failure to provide packing slip attached to the outside of shipment may result in refusal of shipment at vendor's expense.

**42. Labeling:** Each carton, package, box and/or container shall be properly labeled with the address, contact name, content description, PO number and vendor name.

**43. Inspection, Acceptance and Title:** The Vendor shall be responsible for delivery of all items in good condition at destination point. Vendors shall file with the carrier all claims for breakage and other losses. OCPS shall document packages that are not received in good condition. In the event the material and/or services are, found to be defective or do not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the vendor and/or return the product at the vendor's expense.

#### **44. OCPS EEO Non-Discrimination Statement**

The School Board of Orange County, Florida, does not discriminate in admission or access to, or treatment or employment in its programs and activities, on the basis of race, color, religion, age, sex, national origin, marital status, disability, genetic information, sexual orientation, gender identity or expression, or any other reason prohibited by law. The following individuals at the Ronald Blocker Educational Leadership Center, 445 W. Amelia Street, Orlando, Florida 32801, attend to compliance matters: ADA Coordinator & Equal Employment Opportunity (EEO) Supervisor: Carianne Reggio; Section 504 Coordinator: Latonia Green; Title IX Coordinator: Matthew Fitzpatrick. (407.317.3200)

**45. Anti-Discrimination:** OCPS is committed to assuring equal opportunity in the award of contracts and therefore complies with all laws prohibiting discrimination based on race, color, religion, national origin, handicap, age and gender.

**46. Minority/Women Business Enterprise (MWBE):** OCPS has established a MWBE policy for the procurement of goods and non-professional services with an annual participation goal of 12%. Vendors must be certified as a MWBE to be considered under this program. Valid and current certifications from Orange County, City of Orlando, Greater Orlando Aviation Authority (GOAA), State of Florida and National Minority Supplier Development Council (NMSDC) are acceptable. Copies of certification documents must be submitted with the bid.

**47. Local Developing Business (LDB):** OCPS has established a LDB policy for the procurement of goods and non-professional services with an annual participation goal of 10%. Vendors must be certified as a LDB and shall meet all eligibility requirements established in the LDB guidelines. Guidelines may be accessed from the MWBE website at [www.ocps.net/op/contract/opportunity/Pages/default.aspx](http://www.ocps.net/op/contract/opportunity/Pages/default.aspx)

**48. Fingerprinting:** Jessica Lunsford Act: Contractor and any of his employees performing services hereunder, shall comply with the Jessica Lunsford Act taking effect September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual or entity under contract with the school board."

**49. Indemnification:** The Vendor shall indemnify and hold harmless OCPS, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of OCPS or its elected or appointed

officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive OCPS' rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statute 768.28, as amended from time to time.

**50. Liability, Insurance, Licenses and Permits:** The bidder agrees to provide and maintain at all times during the term of this agreement and any renewals, without cost to the School Board, policies of insurance insuring the bidder against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, and/or obligations of the bidder under the terms and provisions of this agreement. The bidder will provide the School Board with copies of current appropriate business licenses.

The minimum requirements for insurance coverage shall be as follows: Bidder shall take special notice that OCPS shall be named as an additional insured under the General Liability policy including Products Liability. Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant Orange County Public Schools thirty days of advanced written notice of a cancellation, expiration or any material change in the specified coverage. The insurance companies must be rated not less than "A" from A.M. Best & Company. All policies must remain in effect during the performance of the contract.

*General Liability Insurance* in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate to include personal injury, property damage, premises operations, products and completed operations.

*Automobile Liability Insurance* shall be maintained during the life of this Contract, by Vendor as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit each accident for bodily injury & property damage liability.

*Employer's Liability Insurance* shall be in the amounts not less than Five Hundred Thousand Dollars (\$500,000) each accident for bodily injury by accident, Five Hundred Thousand Dollars (\$500,000) each employee for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000) policy limit for bodily injury by disease.

*Worker's Compensation Insurance:* The Contractor shall maintain during the life of this Contract, Worker's Compensation Insurance in accordance with Florida Statute 440. Contractors shall require all subcontractors to maintain such insurance during the life of this Contract.

**51. Bid Bonds, Performance Bonds and Certificates of Insurance:** Bid bonds, when required, shall be submitted with the Bid in the amount specified in Special Conditions. Bid bonds will be returned to un-awarded bidders. After acceptance of Bid, the Board may notify the awarded vendor to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the Bid bond will be returned to the awarded vendor.

**52. Governing Law and Venue:** All legal proceedings brought in connection with this contract shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Orange County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this contract. In the event that a legal proceeding is brought for the enforcement of any term of the contract, or any right arising wherefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

#### **53. Sustainability:**

Please outline your sustainability efforts considering the following information: OCPS recognizes that sustainability is a concept that seeks to provide the best outcomes for human and natural environments by meeting the needs of the present generation without compromising the ability of future generations to meet their needs. Whenever possible the District attempts to foster sustainability and include sourcing products that can be recycled or are biodegradable and that contain less toxic and hazardous chemicals and additives; source reduction; and solid waste reduction as well as purchasing goods that are produced in environmentally sound ways or buying products through systems that produce the least amount of environmental pollutants. OCPS desires that

the Provider foster sustainability and partner with us in the expanding areas of sustainability.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this contract shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

**NOTE:** Any and all Terms and Conditions, Special Conditions, Specifications attached hereto that vary from these General Conditions shall have precedence. Any inconsistency in this Bid shall be resolved by giving precedence in the following order: (1) Specifications; (2) Special Conditions; (3) General Terms and Conditions and Instructions to Bidders.

## **FLOOR INSTALLATION & REPAIR SERVICES – CARPET, VINYL & WOOD FLOORING**

### **SPECIAL CONDITIONS**

#### **1. SCOPE**

The purpose of this invitation to bid is to establish firm pricing for carpet, vinyl, and wood floor installation, repairs and maintenance services as listed and described on the bid price sheet and in the body of this solicitation. The School District will issue purchase orders on an as needed basis.

#### **2. BIDDERS RESPONSIBILITIES**

Bidder is to become thoroughly familiar with the requirements, terms and conditions of this solicitation. Bidder shall submit at the bid opening date and time their complete executed bid packet with all signed forms, and Bid Price Sheet(s). The Bidder must submit a CD/DVD/Flash drive electronic copy of their bid at the time of bid opening. The CD/DVD/Flash drive must include all executed forms, signed bid price sheet and required supplementary documents.

It is the sole responsibility for Bidders to monitor the OCPS Procurement Services website continuously for all information regarding this bid such as addenda, tab sheet, notice of intended action, etc.

#### **3. BANKRUPTCY/INSOLVENCY**

At the time of submittal of bid, vendor/firm shall not be in the process of or engaged in any type of proceedings relating to insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the District may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

#### **4. AWARD**

Bids shall be awarded on the basis of the lowest, responsive, responsible bidder that meets specifications with consideration being given to the specific item, quality of the product, conformity to the specifications, suitability to school needs, delivery terms, qualifications and past performance.

The School Board reserves the right to make multiple awards in the best interest of the School Board.

#### **5. LENGTH OF CONTRACT AND RENEWALS**

The intent of this Bid is to establish a contract for a period of three (3) years from the date of award, during which time the successful Bidders shall guarantee fixed percentages for the term of the contract and fixed pricing on items awarded for a period of one (1) year, as specified in the Bid.

The School Board reserves the right to renew/negotiate any or all prices, terms, conditions and specifications of the contract, for up to two (2) additional one-year period(s), upon mutual agreed by both the District and awarded Contractor. Renewals must be submitted in writing with the signature of the awarded Contractor's Authorized Representative.

#### **6. PRICING**

Bid Prices will be accepted and considered by the following methods: (1) The bid price per item, per specified quantity, (2) The total bid price for all items for these specifications in an "All or None" Bid, per Lot, and/or (3) Items may be grouped in an "All or None" Bid for a particular group of items while other items are bid per item. The School Board of Orange County, Florida, reserves the right to award the bid by any of these three methods.

#### **7. PRICE REDUCTION**

If, from date of bid opening, the successful bidder either bids the same products at a lower price than offered the District or reduces the price of the bid of the product, the lowest of these reduced prices will be extended to the District. If during the course of the contract, the manufacturer or distributor reduces the price on the bid item, the District reserves the right to receive the lowest price offered on the open market.

#### **8. EQUITABLE ADJUSTMENT**

OCPS may, in its sole discretion, make an equitable adjustment in the bid terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Vendor's source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the bid award would result in a substantial loss.

**9. DELIVERY**

Deliveries are to be F.O.B. Destination, freight fully prepaid by bidder as per purchase order. Delivery to any Orange County Public Schools' facility shall be included in the quoted discount price.

Deliveries shall be made during normal operating hours (7:30 a.m. - 2 p.m.) there will be no deliveries made on Saturdays, Sundays, or holidays when all school buildings and locations are closed. It shall be the responsibility of the contractor to coordinate the jobsite delivery and placement of materials required for completion of the project with the assigned school board representative. Delivery shall be completed no later than five workdays after receipt of Purchase Order. If delivery cannot be made by this date, then state on the bid sheet when delivery could be made. Bidders must consider this when preparing their bids. The School Board reserves the right to reject bids, which cannot comply with the delivery requirement.

**10. Site Visit**

- A. Purchaser shall call contractor and arrange a mutually convenient time for the contractor to visit the site.
- B. The date and time of the site visit shall not exceed three (3) working days after the purchaser initiates the call.
- C. Contractor shall visit the site of the proposed work, and familiarize himself with the extent of the work to be performed and any conditions that may in any manner affect the work to be done, and the equipment, materials and labor required. The contractor is responsible for obtaining accurate on-site measurements. Reviewing plans (if available) in no way relieves the contractor of this responsibility.
- D. Contractor shall measure the areas to be carpeted to determine the actual number of square yards required to complete the installation. Using these measurements, contractor shall prepare a seam diagram for each area to be carpeted. Excessive seaming or cross-seaming will not be accepted. Failure to provide seaming diagrams shall be interpreted as not conforming to contract conditions, and shall be grounds for default.
- E. The majority of the installation of carpet shall be accomplished during the day although some work may be required at night and on weekends, after purchaser's business hours.
- F. Contractor shall submit to purchaser the following written information:
  - Number of square yards of carpet necessary for job.
  - Number of linear feet of baseboard, or the quantities of any other additional materials needed.
  - Seam diagram upon request.
  - Name of Project Supervisor.
- G. Seam diagrams and all above information required by Orange County Public Schools in order to prepare the requisition shall be delivered (preferably faxed) to Orange County Public Schools no later than twenty-four (24) hours after site visit.

**11. Installation**

- A. The purchaser and contractor shall agree upon an installation date and time as indicated on purchase order.
- B. Contractor shall place order with manufacturer within five (5) working days after receipt of purchase order. The School Board reserves the right to request proof of order to manufacturer. Contractor shall notify Orange County Public Schools personnel (designated on purchase order) within five (5) working days of the estimated arrival date of the carpet. The Orange County Public Schools personnel shall also be notified at this time of any mill delays or anticipated scheduling problems.
- C. Contractor shall notify Orange County Public Schools within three (3) working days after receipt of carpet and arrange for installation.
- D. The contractor shall be held responsible for the onsite supervision, scheduling, receiving, and placement on floors of goods from the manufacturer. Goods shall be delivered to the job site in the manufacturer's bundles and shall be clearly marked as to size, dye lot, and materials. The contractor shall not use school board facilities to store carpet in excess of 1,000 square yards. The contractor shall arrange for either off-site warehousing or on-site storage trailers. For large jobs, the contractor shall finish all work on one floor before starting work on any other floor.

- E. Upon completion and acceptance of installation, any excess carpet shall be delivered to the Warehouse 6501 Magic Way, Building 200 or Maintenance Area. Carpet shall be marked with a P.O. Number and School name.
- F. All changes or modifications to the original order shall be made in writing to the contractor before the work is executed.
- G. After the job has been completed, the contractor shall submit the "Contractor's Affidavit and Certification of Completion" (which must be signed by all the installers) with his invoice.
- H. The contractor shall deliver and install carpet, and submit a "Contractor's Affidavit and Certificate of Completion" within thirty (30) calendar days after receipt of purchase order for 1000 yards or less. For 1000-5000 yards, the contractor shall deliver and install carpet within sixty (60) calendar days after receipt of order. For 5000 yards or more, the contractor shall deliver and install within ninety (90) calendar days after receipt of purchase order.
- I. Time Limit (After Receipt of Purchase Order):  
After forty (40) calendar days (1000 square yards or less), seventy (70) calendar days (1001 to 5000 square yards), one hundred (100) calendar days after receipt of purchase order, fifty (\$50.00) dollars per calendar day will be assessed if installation has not been completed, not as a penalty, but as inconvenience to owner.
- J. Job Completion or Remedy Word: If the Contractor, after receipt of any such written notice fails within forty-eight (48) hours to commence at the job site with performance of the work necessary to complete or remedy all defects, clean-up, etc., the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all cost and expenses reasonably incurred by the Owner.
- K. Cleaning:  
At completion of work, all vinyl flooring shall be cleaned and all excess cement, dirt, wrapping cartons, clippings, and other foreign substances removed. All flooring shall be cleaned and maintained as recommended by the manufacturer. Protect all adjacent surfaces and materials from the solutions during cleaning. Remove any excess adhesive or other surface blemishes from the work using neutral type clean recommended by manufacturer.

## **12. FAILURE OF PERFORMANCE AND/OR DELIVERY**

If the awarded contractor fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, he shall recompense the School Board of Orange County, Florida, for any damages to the said Board caused by his failure to perform as stated.

## **13. NON-PERFORMANCE**

The bidder must comply with all requirements as set forth by this contract. Failure to complete the requirements of this contract shall be considered a default. In case of contract default, the School Board may procure the services or products from other sources and hold the bidder responsible for any excess costs occasioned thereby and may immediately proceed to cancel the contract. Furthermore, the School Board may suspend the vendor from future bids and business with the School Board for a specified period of time.

## **14. TIME IS OF THE ESSENCE**

- A. The Contractor acknowledges that time is of the essence to complete the work as specified in each and every Estimate Request. The Contractor agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified in each and every Work Order.
- B. If the Contractor neglects, fails, or refuses to complete the work within the time specified in each and every Work Request, or punch list or as properly extended by the School Board, then the Contractor does hereby agree, as part consideration for awarding of the Agreement, to pay to the School Board the liquidated damage sum stated in the Work Request and/or Estimate for each and every calendar day that the Contractor shall delay after the time stipulated in each and every purchase order for completing the work, not as a penalty but as liquidated damages for breach of Contract as set forth herein. Liquidated Damages may be a requirement of some projects. Amounts per day to be determined on a project by project basis but a minimal amount per contract is \$100.00 per day. If the reasons for the delays are beyond the Contractor's control or an act of God, no liquidated damages for the breach of contract will be addressed.

**15. TERMINATION FOR CONVENIENCE**

The Board reserves the right to terminate this contract at any time and for any reason (30) thirty-days after giving notice to the other party. If this contract is terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay that amount of the contract actually performed to the date of termination. Upon such payment, both parties shall be relieved of any further obligations under this contract.

**16. APPROVED ALTERNATIVE**

The School Board reserves the exclusive right to determine approved alternatives. Unapproved alternatives shall not be allowed. If items are not available, the school or department noted on the purchase order must be contacted immediately prior to shipment to determine if an alternative is acceptable. Only pre-approved items by OCPS representatives may be considered as alternatives.

**17. GUARANTEE & WARRANTY REQUIREMENTS**

Products will be free from defects in materials and workmanship for one year. The awarded vendor will replace any materials that prove to be defective at no cost to OCPS or refund OCPS the purchase price.

Floor finish shall be furnished and installed in accordance OCPS Standards and in conformance to the manufacturer's written instructions.

**18. Quantity Changes**

The School Board reserves the right to increase or decrease the total quantities as necessary. The unit price of each additional item shall not exceed the submitted bidders' price sheet. Any additional equipment shall be serviced at the same rate/cost provided herein, for equipment of similar age, manufacturer, number of cars, and number of stops.

**19. Unsatisfactory Work**

Unsatisfactory work shall be corrected by the vendor, within 24 HOURS of notification by the School Board.

**20. Service Requirements**

The successful bidder shall provide sufficient staff, resources and facilities to ensure that the Orange County School Board's business is handled in a timely manner. **If the vendor is unable to perform the work in a timely manner as agreed upon, the School Board shall have the right to rescind the purchase order and award to another vendor.**

**21. Samples**

Bidders shall submit within twenty-four (24) hours of request, samples at no charge of each type, color, texture, and pattern of carpet bid. The successful vendor will be required to provide ten color/sample portfolios within five (5) days of intent to award notice.

**22. Colors**

Colors shall be selected from the standard range of colors of the manufacturer. Bidders shall submit within twenty-four (24) hours of request all (minimum of fifteen) of their available colors for approval. The School Facilities will select a standard selection of colors to be used throughout contract.

**23.** The carpet shall be delivered in the manufacturer's original wrappings and packages clearly labeled, showing the name of the manufacturer, brand name, size and related information. Each roll shall have register number attached or stenciled on the bale and intact.

**24. Manufacturer's Warranty**

The Contractor shall furnish manufacturer warranty on all items furnished hereunder against defect in materials and/or workmanship. The manufacturers' warranty shall become effective on the date of acceptance by the District. Should any defect in materials or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace it at no cost to the District, immediately upon notification.

**25. PROTECTION OF PROPERTY**

The successful bidder shall at all times guard from damage or loss to property of the School Board or of other vendors or contractors and shall replace or repair any loss or damage unless caused by the School Board, other vendors or contractors. The School Board may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the successful bidder or his agents.

**26. DISCREPANCIES**

Contractor shall expeditiously resolve all discrepancies. Discrepancies are defined as receipt of damaged items, delivery shortages/overages, non-compliance with bid/purchase order instructions, damage to Orange County Public Schools property and all other discrepancies caused by Contractor as related to the contract and/or purchase order.

OCPS Maintenance Area offices phone numbers are as follows:

<b>Northeast Area Maintenance</b>	<b>Northwest Area Maintenance</b>	<b>South Area Maintenance</b>
<b>407 228-7779</b>	<b>407 656-5151</b>	<b>407 317-3731</b>

**27. INVOICING**

The awarded contractor will be required to submit invoices referencing the purchase order number on all requests for payment. All statements must reference valid purchase order numbers. Invoices shall be emailed directly to OCPS Representative in each Maintenance Area and/or other district offices as directed.

NE Representative:	NW Representative:	South Representative:
Orange County Public Schools	Orange County Public Schools	Orange County Public Schools
Northeast Area Maintenance	Northwest Area Maintenance	South Area Maintenance
3623 E. Amelia Street	731 East Story Road	6501 Magic Way, Bldg. 700
Orlando, Florida 32803	Winter Garden, Florida 34787	Orlando, Florida 32809

Each purchase order number must receive a separate invoice. Invoices which do not reference valid purchase order numbers or which are erroneous (incorrect contract prices, minimum order charges, etc.) shall be returned to the vendor for resolution of the discrepancies. It is the sole responsibility of the vendor to reconcile the purchase order and the vendor's invoice and to notify the purchasing representative of any discrepancies prior to billing. The school board will only pay the dollar amounts authorized on the purchase order.

**28. CONTRACTOR REPRESENTATIVE**

The awarded Contractor shall provide the name, address, phone and cell numbers of the contact person(s) for the placement of an order and the coordination of service.

**29. JESSICA LUNSFORD ACT**

Awarded Contractor and any of his employees performing services hereunder, shall comply with the Jessica Lunsford Act taking effect September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any individual, vendor or entity under contract with the school board.

**30. CONTRACTUAL AGREEMENT**

Invitation to Bid shall be included and incorporated in the final award. The order of contractual precedence will be the bid document, response and purchase order. All legal action necessary to enforce the award will be held in Orange County and the contractual obligations will be interpreted according to the laws of Florida.

## **SPECIFICATIONS - TECHNICAL**

1. Specifications are listed on the Electronic Bid Price Sheet (separate document) and the Division 09 – Finishes Design Guidelines as outlined below. Bidder will be responsible for meeting all specifications as outlined herein and on the Bid Price Sheet. Failure to comply with these requirements may be cause for Bid rejection or award cancellation. Bidders may bid approved equal only where indicated. Unapproved substitutes shall not be allowed. If items are not available, the school or department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

2. **CONTRACTOR QUALIFICATIONS**

Contractor shall hold a current occupational license and shall be qualified to supply products as described herein.

Contractor shall be within a 125-mile radius of 445 W Amelia St., Orlando FL.

3. **CONTRACTOR'S RESPONSIBILITY**

Upon receipt of a Work Request from the School Board's authorized representative(s), the Contractor shall prepare an independent written estimate of the labor and materials required to complete the work. This estimate shall provide specific information including the following: number of hours needed to complete the project with hourly rates, as bid; list of materials including description, cost. This estimate shall also include the time work will be started and completed.

The Contractor will be provided a detailed scope of work, which identifies the specific job description.

The Contractor shall complete the total estimate to accomplish the job and will identify any additional tasks necessary to accomplish the overall scope of work satisfactorily.

The Contractor must return an estimate to the School Boards authorized representative(s) within four (4) workdays, or as otherwise directed, from receipt of a Work Request. The Contractor shall complete the total estimate to accomplish the Work and will identify any additional tasks necessary to accomplish the overall scope of work satisfactorily. Contractor's repeated failure to submit estimates, or those otherwise considered non-responsive, on more than five (5) occasions, shall be deemed as a default of contract, no further estimates shall be requested from the vendor under this bid, and the Contractor may be disqualified.

The Contractor's estimate will be evaluated, to determine if the scope has been clearly and accurately understood, the work has been properly estimated with supporting data presented and that material and equipment estimates are reasonable and properly documented. The total amount quoted shall be considered the total contract price regardless of actual labor hours incurred during the performance of the project.

The estimate provided by the Contractor shall be firm, no increases will be permitted unless unforeseen circumstances arise and the increase is approved by the School Board's authorized representative. This firm price is the amount, which will be paid to the Contractor. Since this bid may be awarded to several contractors, then the work will be awarded to the Contractor who provides the lowest estimate meeting all requirements.

The School Board may require the Contractor to provide a performance bond on larger projects. The bond required is 100% of the total project cost. The bond requirement will be included in the scope of work provided to the Contractor. The Contractor's estimate shall include as a separate line item all acquisition costs associated with the bond. The School Board will pay for reasonable costs incurred by the Contractor for obtaining a performance bond.

The Contractor acknowledges that work will be performed only after receipt of an authorized purchase order, executed construction agreement or notice to proceed.

If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not precede without written authorization of the School Board's authorized representative(s). OCPS must be notified of such conditions within twenty-four (24) hours of work stoppage.

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site. The contractor shall be held responsible for the on-site supervision, scheduling, storage, receiving and placement of materials. If any heavy equipment is needed such as a crane, man lift and or backhoe, the contractor is responsible for the purchasing and or leasing of the required equipment. The company shall provide an experienced operator for the equipment.

Emergency Work Requests may be needed from time to time. The Contractor shall meet OCPS personnel at the job sites within two (2) hours after acknowledgement of notification to review the scope of work, provide an estimate, proceed with work without delay and in general be responsive to the emergency request.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the School Board, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the School Board.

Precautions will be exercised at all times for the protection of persons (including employees) and property. The Contractor at Contractor's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the School Board's Representative.

The Contractor shall conform to all Federal, State, City and OCPS standards and regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Contractor. Any person found not in conformance with any laws, statutes, rules or regulations will not be allowed on the job site. Continued violations by a Contractor shall constitute cause for immediate termination of the Agreement.

All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Contractor and the Contractor shall be held responsible for any damage to property caused by reason of his operations on the property.

Each project must be started within five (5) working days after notice to proceed, and shall be completed within twenty-one (21) calendar days or as directed by project designee, any exceptions must be approved by the School Board's representative or project designee. Contractor's repeated failure to complete projects on time or as directed, on more than three (3) occasions, shall be deemed as a default of contract; no further estimates shall be requested from the vendor under this bid, and the Contractor may be disqualified.

The Contractor, as requested by the school board, shall furnish materials. The school board reserves the right to furnish materials to the Contractor. If the Contractor is required to provide materials, the school board shall be billed according to the Contractor's actual prices paid for materials used plus the percentage amount as bid. A copy of the Contractor's invoices for materials used shall be submitted with each Contract Completion Form (work). The school board shall pay fair market prices for materials.

The Contractor shall be responsible for instructing employees in safety measures required and/or considered appropriate. Safety precautions such as the posting of appropriate warning signs shall be taken to advise building occupants of damp, wet and/or slippery floor conditions; this applies to inclement weather, as well as cleaning operations. The Contractor shall not permit placing of supplies or equipment in traffic lanes or other locations in such manner as to create safety hazards. The Contractor's employees shall be required to interrupt their work at any time to allow passage of personnel. Tools, equipment and supplies shall be maintained in clean condition at all times and stored neatly at the end of each shift in the assigned storage areas/rooms.

The contractor shall provide the Contracting Officers Representative(s) with current copies of all Material Safety Data Sheets (MSDS) for chemicals on school board property. MSDS copies shall be readily available by Contractors employees and school personnel.

The Contractor must ensure all OSHA requirements are met, especially with regard to worker exposures from chemicals and lead and hazard communications. Failure to comply will be considered a breach of contract. There is a potential for exposure to lead containing paint, especially at schools that were constructed prior to 1980. OCPS will make every effort to either remove lead-based paint or prepare its surface for repainting prior to having the bidder accomplish the painting. This contract does not include lead based paint removal or abatement

#### **4. QUALITY ASSURANCE**

Contractor shall employ only experienced Contractors (Installers) skilled in the successful installation of the specified materials and assemblies on similar projects for a minimum of five years. The supervisor shall have been employed a minimum of two years.


- Installers shall be licensed contractors or locally registered subcontractors in Orange County Florida.
- Manufacturer(s) Qualifications: Employ only manufacturers making the specified materials as a current catalog and regular production item.

**5. JOB SITE VISIT PRIOR TO START OF WORK**

- Prior to work, contractor shall meet with OCPS personnel on site to review and discuss procedures to be followed.
- Agenda shall include temperature and humidity control and protection during application. Preparation/Field Verification: Verify jobsite conditions prior to mobilizing installation crews.


**6. SUMMARY OF WORK**

See the Flooring Design Guidelines below.

	<b>Division 09 - Finishes</b>		<b>DG 09 68 13</b>
	<b>FACILITIES SERVICES - DESIGN</b>	<b>DESIGN GUIDELINE</b>	

### **DG 09 68 13 - TILE CARPETING**

- A. SUMMARY DEFINITION: Modular tile carpeting for use in designated OCPS educational facilities shall be a high-performance, branded 100% Type 6,6 nylon tufted pile assembly with a manufacturer's standard vinyl or hard-backed with integral cushion thermoplastic backing system in a direct glue-down application, using pressure sensitive, releasable adhesive or a pre-adhered adhesive system, meeting or exceeding requirements for certification according to the CRI Green Label IAQ Test Program.
- B. RELATED DOCUMENTS:
  1. Refer to DG 09 65 19 for Design Guideline on Resilient Tile Flooring and resilient wall base and accessories. Resilient Cove Base shall be provided for carpet tile.
  2. Refer to DG 09 00 00 for Design Guideline on Standard Floor Coverings for required floor finishes in typical room locations.
- C. APPLICATION
  1. Intended Use:
    - a. The purpose of this Design Guideline is to identify an acceptable tile carpeting quality level for OCPS facilities.
    - b. This Design Guideline shall be used in determining and specifying tile carpeting at OCPS facilities. It is not intended to be an all-inclusive specification in and of itself, in that; it is supplemental to other specifying tools such as MasterSpec.
- D. SELECTION GUIDELINE
  1. Industry Standards And Tests
    - a. NFPA
    - b. Floor Covering Installation Board (FCIB)
    - c. Carpet and Rug Institute (CRI)
    - d. Floor Covering Installation Contractors Association
    - e. Florida School Plant Management Association, Inc. (FSPMA)
- E. APPLICABLE PUBLICATIONS
  1. *State Requirements for Educational Facilities (SREF)*
  2. Florida Building Code (FBC), current edition
  3. *CRI Standard for Installation of Commercial Carpet*
    - a. Tile Carpeting Selection: Owner reserves the right to pre-select tile carpeting during the design phase of a project. As such, the pre-determined tile carpeting manufacturer, group and colors shall be identified in the project specifications as the "Basis-of-Design" with requirements defined, including color, design and pattern.
- F. QUALITY ASSURANCE
  1. Contractor Qualifications:
    - a. Employ only experienced Contractors (Installers acceptable to the carpet tile manufacturer in writing to OCPS.)
  2. Manufacturer(s) Qualifications
    - a. Manufacturers of specified carpet tiles shall have a minimum of five (5) years of production experience with carpet tiles of similar types and whose published product literature clearly indicates compliance of their product with a particular carpet tile specified.
  3. Preparation/Field Verification
    - a. Examine substrates to verify conditions are satisfactory for carpet tile installation and that they comply with the requirements identified in the Project Specifications.
    - b. Check concrete slabs to ensure that alkalinity and moisture content are within tolerances specified by the manufacturer and the Project Specifications. Verify slab substrates are clean, dry

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- and free of curing compounds, sealers, hardeners and other materials that may interfere with adhesive bond, all acceptable to Carpet Tile Manufacturer's instructions and recommendations.
- c. Verify that substrates are free of cracks, ridges, depressions, scale and foreign deposits.
- d. Proceed with installation of items only after unsatisfactory conditions have been corrected

4. Source Limitations: Provide carpet tile of the same manufacturer for each type of carpet specified.

#### G. SUBMITTALS

1. Manufacturer's Product Data sheets shall be required for each type of tile carpeting, adhesives and accessories specified.
2. Four full size samples shall be required for each type of tile carpeting specified.

#### H. WARRANTY


1. Special Tile Carpeting Warranty: Written warranty, non-prorated, signed by carpet tile manufacturer agreeing to remove and replace tile carpeting installation that fails in materials and workmanship within the specified warranty period.
  - a. Failures include, but are not limited to, more than ten percent (10%) loss of face fiber/yarn loss by weight normal use, edge raveling, runs, and loss of tuft bind strength, dimensional stability, excess static discharge, delamination and stain resistance.
  - b. Warranty Period: Fifteen (15) years from date of Substantial Completion.
  - c. Warranty shall identify the following: Pattern name; pattern color; square yards used. Identify building name/number.
2. Installer's Warranty: The Contractor (Installer) shall fully guarantee the installation against defects in workmanship, seaming and loss of adhesion to floor for a period of one (1) year. Upon written notice, the Installer shall repair or replace the affected area at no cost to OCPS.

#### I. OPERATIONS AND MAINTENANCE


1. Cleaning
  - a. Provide any required special instructions with recommended cleaning agents for the various stains likely to be encountered in an educational environment.
  - b. Tile carpeting manufacturer shall provide a representative to demonstrate cleaning and stain removal processes to OCPS custodial personnel at:
    - (1) 30 days prior to Substantial Completion;
    - (2) At 6 months from date of Substantial Completion and;
    - (3) 11 months from date of Substantial Completion.

### **PRODUCT SYSTEM**

- A. ACCEPTABLE TILE CARPETING MANUFACTURERS: Subject to compliance with the specification requirements listed Par. below:
  1. Interface Flooring Systems, Inc. (Basis of Design)
  2. Collins & Aikman (C&A)/Tandus Floor Coverings
  3. Lee's Carpets D.Mannington
  4. Milliken
  5. Shaw Contract Group
- B. TILE CARPET COMPONENT CHARACTERISTICS (Minimum)
  1. Fiber Content: 100% nylon Type 6, 6.
  2. Fiber Type: Branded type, Invista®, Solutia®, Universal®
  3. Dye Method: Yarn dyed or solution dyed.
  4. Tile Carpet Interchangeability: Tile carpeting that is of the same style/color, but from different dye lots and/or manufacturing dates, may be merged and used interchangeably, both at initial installation and at later selective replacement, to create a continuous carpeted surface with no tile appearing out of place.
  5. Pile Characteristics: Tufted level loop or textured level loop.

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6. Color and Pattern: Selected by Architect and approved by OCPS Planning and Design from manufacturer's groups/patterns listed below:
  - a. Interface FLOR: (Basis of Design) 1468102500 "Pathways II" Color - Topaz 9713)
  - b. C&A/Tandus: (Groups: "HRC Passport #05301; "HRC Collective #05302"; "HRC Overlay Accent #05303"; and "HRC Renegade #05304")
  - c. Lee's Carpet: (Groups: "DK643 - Artlink Mosaic" and "DK073 - Texture Blocks Modlar"
  - d. Mannington (Group: "Viewfinder Collection")
  - e. Milliken: (Group: "Remix")
  - f. Shaw: (Group: "No Rules")
7. Gage: 1/10" minimum.
8. Pile Density: 6000 oz. /cy minimum.
9. Surface Pile Weight: 18 oz./sq.yd. minimum.
10. Size: Approximately 18" x 18" to 36" x 36" square.
11. Stitches per Inch: 8.00" minimum.
12. Backing System: Manufacturer's standard vinyl or thermoplastic hard-backed or integral - cushion thermoplastic backing system, recyclable content, maintaining a 100% true moisture barrier between secondary backing and the floor substrate below, passing the British Spill Test, Method E. Pre-adhered backing system may be used as an alternate without an applied releasable adhesive to surface substrate.
13. Critical Radiant Flux Classification: Not less than 0.45 W/sq.cm.
14. Colorfastness to Crocking: Not less than 4, wet and dry, per AATCC.
15. Colorfastness to Light: Not less than 4 after 40 AFU (AATCC fading units)
16. Stain Resistance: AATCC must pass Acid Red 40 spot test with an 8 or better.
17. Antimicrobial Treatment: Not less than 2-mm halo of inhibition for gram-positive bacteria; not less than 1-mm halo of inhibition for gram-negative bacteria; no fungal growth; per AATCC, Part II, Washed; Parts 2 & 3. (Provide OCPS with independent test certification(s) [i.e. EPA, etc.] that states use of antimicrobial treatment is in compliance with all governmental regulations, including the AATC specifications stated in this paragraph, regarding its use within the complete carpet tile construction/assembly.)
18. Dimensional Stability: Aachen Method Din 54318, 0.2% or less per ISO.
19. Smoke Density: < or = 450 flaming.
20. Static Generation: AATCC w/neolite < or = 3.5KV at 20% r.h.
21. Flame-Spread and Flammability:
  - a. Tile carpeting used on floors of exit access corridors and enclosed exits shall meet the flame-spread requirements of the Florida Building Code (withstand a minimum critical radiant flux of 0.22 watts/sq cm when tested in accordance with NFPA .
  - b. Carpet flammability shall meet federal Flammability Standards CPSC, when tested in accordance with ASTM (Methenamine Pill Test).
22. Non-Directional Installation Method: All tile carpeting must be designed for non- directional installation creating a finished tile carpeting assembly that appears to be a visually continuously carpeted surface with no tile appearing out of place or improperly positioned.
23. Sustainable Compliance: Recyclable back to carpet manufacturer's designated facility for re-manufactured processing at end of its useful life, with third party certification.
24. Adhesives: Water-resistant, mildew-resistant, non-staining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and recommended by carpet tile manufacturer for releasable installations.
25. Non-Adhesive: Glueless, VOC-Free materials provided by the same manufacturer of tile carpeting.

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26. Indoor Air Quality Control: Carpet tile and adhesive shall be CRI Green Label certified by published class (product type) and certification number.

### **QUALITY ASSURANCE DURING EXECUTION**

#### **A. DESIGN CONSIDERATIONS**

1. Carpet tile shall be provided: As specified in Design Guideline 09 00 00 – Standard Floor Coverings
2. Rooms listed as having VCT in circulation and wet areas above, shall maintain approximately 5 to 6 feet clear in the pathway.

#### **B. INSTALLATION ENVIRONMENTAL CONDITIONS**

1. Tile carpeting shall not be delivered or installed until building is enclosed, wet work completed and HVAC system is operating and maintaining temperature and humidity at occupancy level during remainder of construction period.
2. Comply with CRI Site Conditions: *Temperature and Humidity*.
3. Ensure that carpet tile is installed only when the concrete moisture content is below the carpet manufacturer's written recommendations.

#### **C. EXTRA MATERIALS**

1. Provide additional carpet tiles equal to 10% of each type, color and pattern furnished for OCPS use as maintenance attic stock. Also, turn over all extra carpet tiles not needed to complete the installation.
2. This stock shall be designated for use by OCPS only, after completion of the Project and shall not be used for repair or replacement during warranty period.

#### **D. DELIVERY, STORAGE, and HANDLING: Comply with CRI *Storage and Handling*.**


#### **E. INSTALLATION PROCEDURES**

1. Provide all items and accessories as required for a total and complete installation in every respect.
2. Use trowelable leveling and patching compounds as recommended by carpet tile manufacturer for filling cracks, holes and depressions in substrates.
3. Remove coatings including curing compounds and other substances that are incompatible with adhesives.
4. Install tile carpeting using direct glue-down method, non-directional. Comply with CRI, *Modular Carpet (Tiles)*, latest edition.
  - a. Provide water-resistant, mildew-resistant, non-staining, pressure-sensitive adhesive or pre-adhered adhesive system to suit products and subfloor conditions indicated; that complies with flammability requirements for installed carpet tile and recommended by carpet tile manufacturer for releasable installations.
  - b. Provide rubber or metal tile carpeting transition divider strip/nosing between carpet tile and walk-off tile when total thickness of each material is not equal. Divider strip nosing and type selected by Architect.
    - a) Where tile carpeting does not continue beyond a door to another room, extend carpet tile into door reveals so that carpet tile stops under door when door is in closed position.
5. Remove excess adhesive immediately during carpet installation.

#### **F. PROTECTION DURING CONSTRUCTION**

1. Protect tile carpeting against damage from construction operations and placement of equipment and fixtures during remainder of construction period as recommended by manufacturer and as required by CRI, *Protecting Indoor Installations*, latest edition.

**END of DG 09 68 13**

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## **DG 09 65 19 - RESILIENT TILE FLOORING**

### **PERFORMANCE REQUIREMENTS**

Purpose of resilient tile flooring is to provide a finish surface covering over concrete substrates that can be easily maintained and can add aesthetic appeal with its ranges of color selection(s) and patterns.

### **SUBMITTALS DURING CONSTRUCTION**

Product Data and Samples:

Product data and full range of samples required.

Warranty Requirements:

Five (5) year warranty covering manufacturing defects and installation for vinyl composition tile.

One (1) year warranty, remainder of resilient flooring accessories and installation.

Extra Materials:

Vinyl Composition Tile: One (1) box for every fifty (50) boxes or fraction thereof, of each class, wearing surface, color, pattern and size.

### **MATERIALS, PRODUCTS, EQUIPMENT, MANUFACTURED UNITS**

Product Performance with Acceptable Manufacturers:

Vinyl Composition Floor Tile: 12" X 12" x 0.125 inch, Class 2:


- 1) Armstrong Commercial Flooring: Standard Execelon Imperial Texture.
- Azrock Commercial Flooring: Cortina Colors.
- Mannington Mills, Inc.: Essentials™.
- Tarkett, Inc.: Expressions™.

Resilient Wall Base: Type TV – Vinyl, Group 1, cove base, 4-inch high unless other indicated; preformed inside and outside corners; straight sections coiled or cut lengths; colors selected by Architect from manufacturers standard colors.

Armstrong Commercial Flooring  
 Flexco  
 Johnsonite  
 Mannington Commercial  
 Nora Rubber Flooring  
 Roppe Corp.

Resilient Stair Accessories (Stair treads with continuous risers, making a one-piece unit): Type TS – Rubber, Vulcanized Thermoset, Class 2 Pattern. Tread depth – 12" minimum x full width of stair; overall tread/riser combination depth and width cut to fit actual stair on site. Design shall be hammered, diamond or raised round pattern; riser shall be smooth/flat surface. Sheet materials to match tread pattern shall be installed on intermediate landings. Colors selected by Architect from manufacturer's standard colors.

Flexco  
 Johnsonite  
 Mannington Commercial  
 Nora Rubber Flooring  
 Pirelli Rubber Flooring  
 Roppe Corp.

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Resilient Molding Accessory (Reducing Strip for Resilient Tile Flooring): Beveled one-inch to 1-1/2-inch wide x 1/8-inch thick, vinyl or rubber, same manufacturer as tile. Color selected by Architect from manufacturer's standard colors. Use where meeting unfinished floor or flooring of different material.

Flexco  
Johnsonite  
Mannington Commercial  
Nora Rubber Flooring  
Pirelli Rubber Flooring  
Roppe Corp.

Adhesives: Water-resistant adhesives recommended by resilient flooring manufacturer to suit floor tile and substrate conditions indicated.

Trowelable Leveling and Patching Compounds. Latex-modified, Portland cement based or blended hydraulic-cement-based formulation and as approved by manufacturer for applications indicated.

g. Floor Finish: Low odor, ultra-high solids acrylic, white opaque liquid coating. Drying time shall be no more than 30 minutes in standard conditions. Non-Volatile Solids (%) 25.5 +/- 0.5. Coverage rate – approximately 2,500 sq. ft. per gallon Product shall: have a 3-year strip and re-coat cycle; be scuff, scratch and abrasion resistant; respond to ultra-high speed burnishing; and has a refractive index not less than 1.3861 and a maximum of 1.3898. UL classified for slip resistance.

1) National Chemical Laboratories (NCL), Inc.: "24/7 Extended Performance Floor Finish" (No substitutes allowed by OCPS Maintenance.)

## FIELD QUALITY CONTROL

Preparation: Prepare substrates according to manufacturer.

Perform moisture tests recommended by manufacturer. Proceed with installation only after substrates pass testing.

Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.

Do not install floor tiles until they are the same temperature as space where they are to be installed.

Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

When installing resilient flooring over fiber reinforced concrete, the fibers will either have to be ground off or level the slab with cementitious underlayment. Exposed reinforcing fibers are considered matter that will adversely affect the appearance of the installed resilient flooring.

Installation of Resilient Flooring Materials:

In general, lay tiles square with room. Scribe, cut and fit floor tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets and door frames.

Extend floor tiles into toe spaces, door reveals, closets and similar openings. Extend floor tiles to center of door openings.

Adhere floor tiles to substrates using a full spread of adhesive to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

Cover resilient flooring in common areas and administrative areas with 1/4-inch thick corrugated cardboard, securing to floor surfaces with "3M" tape. Maintain integrity of covered areas until resilient flooring is ready to receive final floor coating/sealer finishes prior to Substantial Completion.


Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.

Install preformed corners before installing straight pieces.

Apply one-piece resilient stair accessories to substrate in accordance with manufacturer's written instructions after using stair-tread filler to fill nosing substrates that do not conform to tread contours.

Apply resilient molding accessories at edges of carpeting materials and resilient floor flooring that would be otherwise be exposed.

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Installation of floor finish :

Use flooring manufacturer's recommended liquid stripper product, compatible with resilient flooring, to remove to remove floor finishes, dirt, grime, oil, stains, tar, gum adhesives and scuffmarks. Pick up spent solution with mop or wet vacuum as soon as each floor section has been stripped. Do not allow solution to dry. Rinse thoroughly with clear water. Allow floor to dry thoroughly before applying floor finish.

Apply six (6) coats of floor finish with rayon application mop or microfiber flat mop. Apply three (3) coats of floor coating material before furniture delivery and three (3) additional coats after furniture is delivered and placed. Allow minimum of 30 minutes to dry thoroughly between coats under normal humidity. Touch up scratches, scuff marks, etc. after sealing/coating installation. Floor finish contractor shall coordinate floor finish installation with Construction Manager and/or General Contractor.


- 1) Floors shall be protected immediately following 6-coat application. Floor finishing contractor shall remove protective covering, vacuum floor surfaces, and proceed to touch-up and burnish floors where floor finish has been scratched and/or damaged, prior to scheduled school opening.

#### **COORDINATION/EXHIBITS**

Drawing Items: In addition to general requirements for coordinating drawings with specifications, drawings should include:

Details where resilient stair accessories and resilient molding accessories are required.

**END OF DG 09 65 19**

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## **DG 09 64 50 - ATHLETIC SPORTS FLOORING**

### **A. PERFORMANCE REQUIREMENTS**

Wood athletic flooring assemblies for use in high school gymnasiums shall be a high performance, resilient floating-floor type system consisting of second or better grade, 25/32" hard maple with an oil-modified urethane finish.

Resilient sports flooring for use in Weight Rooms shall be vulcanized rubber sheet goods made in two layers with the hardness of the lower layer to be less than the top layer.

Resilient sports flooring for use in Dance Studios shall be wood grained PVC wear layer over fiberglass mesh on PVC foam for a total thickness of approximately 6 mm.

VCT for use in Wrestling Rooms shall be overlaid with removable wrestling mats purchased by the School (The mats are not in the Contractors scope of work.)

Resilient sports flooring for use as an alternative (to VCT) flooring material in an elementary school cafeteria/multi-purpose room requiring high sports-related activity shall be PVC wear layer over fiberglass mesh on PVC foam for a total thickness of approximately 4 mm.

#### **Basis of Flooring Selection**

##### **Wood Athletic Flooring**

- 1) A 25/32" floating-floor type system shall be specified for its balance of dimensional stability, shock absorption and ball rebounding characteristics, and economy.
- 2) An oil-based sealer and finish shall be specified for its inherent attributes in durability, coefficient of friction and appearance (color). A high-solids content finish shall be specified.

##### **Resilient Sports Floors**

- 1) Type WR (Wrestling Room) flooring is specifically designed for use in weight rooms and shall be specified for its cleanability, coefficient of friction and resistance to compression. Type MP 6 mm (Dance) flooring shall be specified for use in dance studios. It has similar resiliency to wood but does not require the continuing bi-annual maintenance.
- 2) Type MP 4 mm (Multi-purpose) flooring is an alternative to VCT in elementary school multi-purpose rooms that receive abuse from moving tables and chairs plus receive some degree of sports activity.

A 2-year Continuing Maintenance Agreement is to be included in the wood athletic flooring base contract in order to start the gym floor out with good protective coats of finish and further contribute to its long life.

#### **Limitations**


This Guideline has been developed primarily for installations at new facilities. The wood floating-floor type system requiring a 2-1/2" recessed slab was selected with this in mind.

Repairs and/or replacement of athletic floors at existing facilities shall be evaluated on an individual basis and may require the use of a different type floor system. Should total replacement be advised, consideration shall be given to depth of existing slab recesses, humidity conditions, requirements for raising door thresholds, etc.

### **B. SELECTION CRITERIA**

#### **1. References**

- a. Maple Flooring Manufacturers Association (MFMA) *Floor Finish List #15. Grading Rules for Hard Maple. Maple Performance Characteristic Guide; Game Markings Manual; Guide Specifications for Subfloor Systems*
- b. German DIN Standards 18032, Part 2  
OCPS Coordinator of Athletic Services  
*State Requirements for Educational Facilities (SREF)*  
Florida Building Code (FBC), current edition

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2. Contractor Qualifications
  - a. Installer's responsibilities shall include subfloor, wood finish flooring, game lines and markers, finish and accessories.
3. Manufacturer(s) Qualifications: Employ only manufacturers making the specified materials as a current catalog and regular production item.
4. Pre-Construction Conferences
  - a. Prior to installation of flooring, Installer shall meet with Architect and Contractor on site to review and discuss procedures to be followed.
  - b. Agenda shall include temperature and humidity control, and protection during construction.
5. Preparation/Field Verification
  - a. Verify that Shop Drawings have been successfully submitted, reviewed and returned.
  - b. Verify required concrete slab recesses are to the correct depth and that slab is smooth and level to within an allowed tolerance of 1/8" in 10'. Installation of wood athletic flooring shall not proceed until slab is in acceptable condition.
6. Source Limitations: Unless specifically noted otherwise, provide products of the same manufacturer for each type of unit.
7. Measuring Flooring Performance Maintenance Dept - MFMA Criteria for Ball Rebound.
  - a. Comply with MFMA grading rules and cut for maple flooring.
  - b. Reference German DIN standard developed in Stuttgart.
  - c. German DIN Standards 18032, Part 2 include the following:
    - 1) Ball Rebound: 90%, minimum.
    - 2) Shock Absorption: 53%, minimum.
    - 3) Rolling Load: pass/fail.

#### C. SUBMITTALS

1. Manufacturer's Product Data sheets shall be required for each item specified.
2. Shop Drawings: Show installation details including location and layout of proposed athletic- flooring assembly, game lines, markers, accessories and trim.
3. Samples
  - a. Samples of specified flooring complete with sealer, finish, base and accessories shall be submitted.

#### D. WARRANTY

1. Project Warranty shall be as stated in Division 01 of the Specifications.
2. Manufacturer's Warranty for wood athletic flooring shall extend for five (5) years and cover manufacturing defects and MFMA grading certification.
3. Manufacturer's Wear Warranty of the resilient sports flooring shall extend for fifteen (15) years.
4. Installer's Warranty
  - a. Provide 2-year warranty signed jointly by the Contractor and Installer covering materials, workmanship, installation and satisfactory performance of the wood athletic flooring and resilient sports flooring; may be two different warranties if wood athletic flooring installer and resilient sports flooring installer are different sub-contractors.
  - b. Warranty shall also certify that flooring was installed in accordance with manufacturer's instructions for floor system specified.

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5. Continuing Maintenance Agreement

- a. Wood athletic floor Installer shall provide 2-year extended maintenance contract agreeing to screen and apply two coats of finish on the completed wood athletic floor at yearly intervals. First screening and application shall occur on the first anniversary of Final Completion.
- b. OCPS may extend the continuing maintenance agreement with the Installer. As condition of this extension, the Installer shall agree to extend the Installer's Warranty for that duration.

**PRODUCT SYSTEM**

A. ACCEPTABLE MANUFACTURERS and SPECIFIC PRODUCTS

1. Wood Athletic Flooring


- a. Aacer Flooring, LLC  
(352) 243-0210  
AacerFlex
- b. Action Floor Systems, LLC.  
(800) 746-3512  
Action Thrust I
- c. Connor Sports Flooring Corp.  
(800) 283-9522  
Neo-Shok Performance System
- d. Horner Flooring Co.  
(800) 464-7556  
SAFE (tm) System
- e. Robbins Sports Surfaces  
(800) 543-1913  
Bio-Cushion
- f. Superior Floors  
(800) 247-4705  
Super-Aire II

2. Wood Finish Systems

- a. Basic Coatings, Inc.
- b. BoneKemi USA, Inc., Bona AB
- c. Polo Plaz  
National Coatings Company

3. Resilient Sports Flooring

- a. MP Flooring (4 mm & 6 mm)
  - 1) Connor Sports Flooring Corp.  
(800) 283-9522  
SportPro or SportGrain (6mm)
  - 2) Gerflor Sports Flooring  
(800) 727-7505  
Taraflex Sport M (6mm)  
Taraflex Sport Plus (4mm) and Taraflex Actionsport 45 (4mm)
  - 3) Mondo America, Inc  
(800) 361-3747  
Mondosport HP (4mm and 6mm)
  - 4) Sport Floors, Inc  
(800) 322-3567  
Sport Tred (1/4")

	<b>Division 09 - Finishes</b>		<b>DG 09 64 50</b>
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- b. WR Flooring
  - 1) Endura Products, Inc.  
(800) 334-2006  
Endura SRT
  - 2) Freudenberg Building Systems  
(800) 332-NORA  
Ecoment 992S
  - 3) Mondo America, Inc  
(800) 361-3747  
Speckleflex

## B. COMPONENT PERFORMANCE CHARACTERISTICS

- 1. Wood Athletic Flooring Assemblies
  - a. Flooring shall be flat grain, 2-1/4" wide x 25/32", continuous tongue and grove MFMA northern hard maple. (If abnormally high or extended humidity conditions are anticipated, consideration shall be given to edge grain wood to reduce horizontal expansion.)
  - b. Floor area inside varsity high school basketball court outer markings shall be equal to MFMA second or better grade; remainder of surrounding wood athletic floor shall be third grade.
  - c. All wood athletic floors used in middle schools shall be equal to MFMA third grade.
  - d. Flooring shall be factory treated with Woodlife "F" for protection against termites.
  - e. Subfloor shall be two layers of 15/32" x 4' x 8' APA CDX rated plywood sheathing, minimum 4-ply. Cushioned pads shall be 3/4" rubber, PVC or polyurethane, standard of manufacturer's system. Provide Sheet Waterproofing Membrane under the wood flooring system to establish and maintain continuous seals that prevent the passage of water and water vapor. Under slab Vapor Barrier shall be 10-mil polyethylene. Wall base shall be 4" x 3" x 4' heavy duty molded, vented rubber or vinyl cove base with pre-molded outside corners as supplied by flooring manufacturer. Sealer (Group 1) and Finish (Group 3) system and materials shall be selected from the most recent listing of MFMA tested and certified for oil-modified urethane products as a designated system. Finish shall have a minimum 45% solids content. Re-coat Finish shall be oil-modified urethane (Group 3) finish compatible with original sealer and finish system.

## **QUALITY ASSURANCE DURING EXECUTION**


### A. DESIGN CONSIDERATIONS

- 1. Wood Gymnasium Floors
 

Sub-grade shall be dry and protected from subsurface moisture by appropriate grading and subsurface drainage systems.  
Provide 4" capillary porous drainage fill and membrane water barrier under concrete slabs on grade. Drainage fill and water barrier shall extend from limits of slab in all directions.  
Ensure that wood-flooring installations are designed to accommodate lateral movement.  
Use walk-off mats at all exterior entrances to gymnasiums to protect wood athletic floors.

### B. INSTALLATION ENVIRONMENTAL CONDITIONS

- 1. Specified items shall not be delivered or installed until building is enclosed, wet work completed and HVAC system is operating and maintaining temperature and humidity at occupancy level during remainder of construction period.
- 2. Conditioning
- 3. Maintain relative humidity conditions planned for building occupants, but not greater or less than relative humidity range of 35 to 50 percent, and ambient temperature between 55 and 75 deg F in space to receive wood flooring for at least seven days before installation.

	<b>Division 09 - Finishes</b>		<b>DG 09 64 50</b>
	<b>FACILITIES SERVICES - DESIGN</b>	<b>DESIGN GUIDELINE</b>	

4. Open sealed packages to allow wood flooring to acclimatize to the premises for a minimum of seven days.
5. Close spaces to traffic during flooring installation and after installation as recommended by flooring manufacturer, but not less than ten days.

C. PROPER SEQUENCE AND SCHEDULING

1. Where wood gymnasium floors are installed over concrete slabs, slabs shall be allowed to completely cure and dry out in a "protected" condition for a minimum of thirty (30) days per inch of slab thickness. Protected condition means that slab shall be fully enclosed and protected from exterior weather elements.

**END OF DG 09 64 50**



# ORANGE COUNTY PUBLIC SCHOOLS

## OFFICE OF BUSINESS OPPORTUNITY

### MWBE /LDB PARTICIPATION GUIDELINES

The Respondent understands that the School District is committed to an increase in the number of qualified minorities and women who wish to provide supplies, equipment, or services to the district, and that the School District has established as goals for that participation twelve percent (12%) of the total cost of the purchasing contracts to be provided by minorities or women-owned business enterprises (MWBE) and ten percent (10%) to be provided by local developing businesses (LDB).

Accordingly, the Respondent hereby certifies that he/she will use his/her best efforts to achieve the Board's goals in the administration of this contract unless waived as provided herein.

Minority/Women Business Participation may be provided through any combination of the following elements:

1. Business with MWBE and/or LDB ownership: The amount of participation for this element where the company is certified by agencies accepted by the district, the total amount of the order shall be used as the amount of participation.
  - a. MWBE and LDB firms shall submit valid proof of certification with the bid. Each MWBE firm shall submit a copy of a valid MWBE certification from the City of Orlando, Orange County Government, State of Florida or the National/Florida Minority Supplier Development Council (NMSDC/FMSDC). Each LDB firm shall submit a valid LDB letter of certification issued by the Greater Orlando Aviation Authority or a copy of their OCPS LDB Certificate. A firm must be certified by the bid award date. A bidder may be considered non-responsive and may be rejected, at the sole discretion of OCPS, if the bidder fails to provide the required data.
  - b. OCPS shall be the final authority in determining whether a bidder qualifies as an MWBE or LDB firm for purposes of this bid.
  - c. For clarification regarding the district's MWBE or LDB programs and/or for LDB certification, please contact The Office of Business Opportunity (407) 317- 3739 or visit the website at: <http://www.obo.ocps.net>
2. Sub-contractor participation - Purchase of material and/or service obtained from minority/women distributors or manufacturers: The amount of participation for this element shall be the relative portion of the total amount of the order in proportion to the percentage of the value for that amount of materials, which is obtained from minority/women distributors or manufacturers. All firms must submit a completed *Office of Business Opportunity MWBE/LDB Subcontractor* form. Firms not committing to sub-contracting should so indicate on the form.

#### CERTIFICATE OF MINORITY/WOMEN PARTICIPATION

Responsibility for determining MWBE and LDB participation by supplier shall be in the Office of Business Opportunity in submitting a proposal to provide supplies, equipment or services to the School District. The Respondent must include with the proposal the CERTIFICATE OF MINORITY/WOMEN Ownership and/or LDB status from the certifying agency. After a proposal has been opened and the appropriate staff of the School District has completed all procedures relating to the recording of said proposal, the Specialist in the Office of Business Opportunity for the School District shall examine the same to determine whether the proposed contractor has complied with the minority/women participation goals contemplated herein.

The Respondent/supplier must demonstrate to the satisfaction of the Specialist, Office of Business Opportunity for the School District prior to the award of the contract, and periodically thereafter throughout the term of the contract, that the Respondent/supplier is complying with the goals for MWBE and LDB participation.

If at any time, either before or after the award of contract, the supplier determines that he/she will be unable to comply, the supplier may request an evaluation of Good Faith by the Office of Business Opportunity of the School District. The Specialist, Office of Business Opportunity will make an analysis to verify that the supplier has made diligent, good faith efforts to meet the goals for MWBE and/or LDB participation, but due to circumstances beyond its control, it is impossible for the supplier to comply.

Notwithstanding, any of the forgoing requirements relating to the MWBE and LDB Participation Guidelines contained herein, the School District reserves the right to waive any technical requirements relating to the submission of the CERTIFICATES OF MINORITY/WOMEN Ownership or LDB status, if to do so would benefit the District in the increase of MWBE and LDB participation in contracts originating in the Procurement Services Department.

**OFFICE OF BUSINESS OPPORTUNITY  
MWBE/LDB SUBCONTRACTOR**

OCPS has established annual participation levels for the procurement of goods and non-professional services with Minority-Owned & Women-Owned Business Enterprises (MWBEs) and Local Developing Businesses (LDBs). For the purpose of calculating the MWBE and LDB participation percentages, only those dollars awarded to certified MWBE and LDB vendors will be utilized. Monies contracted or subcontracted to MWBE and LDB vendors are included in the calculation. As a result, respondents are asked to include certified MWBE and/or LDB subcontractor participation information below. If proposer has questions regarding a vendor's certification, he/she may contact the OCPS Office of Business Opportunity (407) 317-3739.

Please complete the information below showing respondent's commitment to subcontract at least twelve percent (12%) of its business related to this solicitation to one or more MWBE and ten (10%) for one or more LDB respondents.

Overall percent of MWBE Sub-Contractor Participation expected: \_\_\_\_\_

Overall percent of LDB Sub-Contractor Participation expected: \_\_\_\_\_

Please complete the following table by indicating the name of the sub-contracting firm, whether or not the firm is an MWBE and/or LDB, the type of work or material to be supplied by the sub-contractor, anticipated dollar value, and the anticipated percent of the contract value.

Sub-Contractor	MWBE or LDB	Type of Work/Material	\$ Value	% of Contract Value

If respondent has more than two MWBE or LDB vendors, the respondent should include information for additional MWBE and/or LDB vendors on an additional sheet of paper. Respondent agrees to supply subcontractor payment information to Orange County Public Schools. The due date and report format will be established upon award of the contract.

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

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

\_\_\_\_\_  
Print Name & Title

## RESPONDENT'S EXPERIENCE/QUALIFICATIONS

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: \_\_\_\_\_ Years performing work specialty: \_\_\_\_\_  
Licenses currently valid in force: \_\_\_\_\_
2. Contractor's Representative  
Provide the following information for the person assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:  
Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_  
Email: \_\_\_\_\_
3. Has Vendor been declared in default of any contract? ☐ Yes ☐ No
4. Has Vendor ever forfeited on any performance bond payment issued by a surety company on any contract?  
☐ Yes ☐ No
5. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ☐ Yes ☐ No
6. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☐ No
7. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? ☐ Yes ☐ No
8. Is Vendor currently involved in any state of a fact-finding, negotiations or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer? ☐ Yes ☐ No
9. References: Provide three references from agencies you have provided goods or services to in the past two (2) years, at least one reference should be a public school system.

### Reference # 1

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

### Reference # 2

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

### Reference # 3

Organization Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Name: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

## STATEMENT OF AFFIRMATION AND INTENT

To: Orange County Public Schools, Facilities & Construction Contracting

Project: Floor Installation & Repair Services ITB1312303

The undersigned, hereinafter called the respondent, declares that the only persons, or parties interested in their proposal are those named herein, that this proposal is, in all respects, fair and without fraud that it is made without collusion with any other vendor or official of the Orange County School Board. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

The respondent certifies and declares:

1. No Board Member, Director or any School Board Employee directly or indirectly owns assets or capital stock of the bidding entity, nor will directly or indirectly benefit by the profits or emoluments of this proposal.
2. (Please check A or B, as appropriate.)
  - A. ☐ There are no professional, business or Familial Relationships between any OCPS Employee or Board Member and those employees of the Vendor or Business Entity that are: (i) Principals of the Vendor or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in the Vendor or Business Entity; (iii) Preparing, submitting or presenting the Vendor or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for the Vendor or Business Entity.
  - or
  - B. ☐ There are professional, business or Familial Relationships between any OCPS Employee or Board Member and those employees of the Vendor or Business Entity that are: (i) Principals of the Vendor or Business Entity; (ii) Shareholders, partners, Business Associates, joint venture partners or otherwise hold a Material Interest in the Vendor or Business Entity; (iii) Preparing, submitting or presenting the Vendor or Business Entity procurement documents; or, (iv) Working or expecting to work in any administrative capacity or will have contract management responsibilities for the Vendor or Business Entity as described below:  
  
\_\_\_\_\_  
  
\_\_\_\_\_
- C. No member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the District. In the event that a conflict of interest is identified in the provision of services, the respondent agrees to notify immediately OCPS in writing.
- D. He/she has carefully examined the scope of services, instructions, terms and conditions of this Request for Proposal and that respondent's proposal is made according to the provisions of the RFP and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Request for Proposals.

Failure to disclose a known relationship as described in paragraph 2 above may result in a bid being rejected as non-responsive. In the event the relationship is discovered after the bid documents are submitted, the relationship shall be disclosed and submitted to the OCPS Ethics Compliance Officer at time of discovery. This form complies with Board Policy KCE. With respect to paragraph 2 hereof, the defined terms in this form shall have the same meanings as contained in Board Policy KCE.

The respondent agrees to abide by all conditions of the negotiation process. In conducting negotiations with OCPS, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to OCPS all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by OCPS. At the District's discretion, such assignment shall be made and become effective at the time the District tenders final payment to the respondent. The proposal constitutes a respondent and binding offer by the respondent to perform the services as stated.

\_\_\_\_\_  
Corporate Name of Respondent (Typed) Address, City, Zip

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone Number

## ACKNOWLEDGEMENT OF BUSINESS TYPE

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths and submitted with the bid on the specified due date and time. The undersigned Bidder certifies that this proposal package is submitted in accordance with the scope of services in its entirety and with full understanding of the conditions governing this proposal. The Bidder further declares that he/she has carefully examined the scope of services, instructions, terms and conditions of this Invitation to Bid and that Bidder's proposal is made according to the provisions of the bid and that he/she will meet or exceed the scope of services, requirements, and standards contained in the Invitation to Bid.

### BUSINESS ADDRESS OF BIDDER:

Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

### SIGNATURE OF BIDDER

If an Individual: \_\_\_\_\_  
Signature

doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_  
by: \_\_\_\_\_  
Partner Signature

If a Corporation: \_\_\_\_\_  
Corporate Name

(a \_\_\_\_\_ Corporation) In what State is the Corporation Incorporated? \_\_\_\_\_

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes \_\_\_\_ No \_\_\_\_

by: \_\_\_\_\_  
Signature

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

Attest: \_\_\_\_\_ (Seal)

Corporate Secretary

### NOTARY PUBLIC

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

(Seal)

Notary Public Signature: \_\_\_\_\_

Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_ or Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

## DRUG-FREE WORKPLACE CERTIFICATION FORM

**IDENTICAL TIE BIDS** - In accordance with Florida State Statutes Section 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

\_\_\_\_\_  
Authorized Representative's Signature

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

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

### Before Completing Certification, Read Instructions below

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:  
(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
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.

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Organization Name

---

Floor Installation & Repair Services  
PR/Award Number or Project Name

---

Name(s) and Title(s) of Authorized Representatives

---

Signature

---

Date

### Instructions for Certification

1. By signing and submitting this form, the prospective primary participant is providing the certification set out above in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction; unless it knows that, the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. 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.
10. Except for transactions authorized under paragraph 6 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 may terminate this transaction for cause or default.



# ORANGE COUNTY PUBLIC SCHOOLS

## Facilities & Construction Contracting

6501 Magic Way, Orlando, FL 32809

Telephone: 407-317-3700

Fax: 407-317-3765

### CONTRACT AGREEMENT FOR FLOOR INSTALLATION & REPAIR SERVICES

**THIS AGREEMENT**, made this \_\_\_\_ day of March, 2014, by and between the Orange County Public Schools, a Charter School District, existing under the laws of the State of Florida, hereinafter referred to as OCPS and \_\_\_\_\_ hereinafter referred to as the "CONTRACTOR", for the mutual consideration of the covenants herein contained agree as follows:

#### WITNESSETH:

#### TERMS AND CONDITIONS

- I. **Term:** Upon approval by the School Board, the Agreement period shall be for 3 years, beginning on March \_\_\_\_, 2014 and ending on March \_\_\_\_, 2017. This Agreement by mutual assent of the parties may be extended for two (2) additional one (1) year periods or any portion thereof, up to a cumulative total of five years.
- II. The unit prices and percentages specified herein (Exhibit A, Bid No.ITB1312303) will remain firm for the period of this Agreement. All terms and conditions, addenda, correspondence and specifications of subject bid shall be incorporated and become an integral part of this Agreement.
- III. The CONTRACTOR shall maintain adequate stock and have sufficient quantities of materials/equipment to meet the estimated requirements of Orange County Public Schools on an "as needed" basis.
- IV. **Favored Nation Clause:** Based on similar size and quantity, it is understood that the supplier is providing OCPS the same or better pricing of other Districts and governmental agencies. During the term of this Contract, OCPS locates better pricing for the same item, supplier agrees to offer the District a reduced price.
- V. This Agreement may be cancelled by OCPS with 30 days written notice to the CONTRACTOR.
- VI. **Jessica Lunsford Act:** CONTRACTOR and any of his employees performing services hereunder shall comply with the Jessica Lunsford Act screening requirements effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access to school grounds when students are present, who have direct contact with students or who have access to a portion of school funds must meet level 2 screening requirements as described in 1001.32. Contractual personnel shall include any vendor, individual or entity under contract with the school district."

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature, Orange County Public Schools and CONTRACTOR, duly authorized to execute same.

#### CONTRACTOR

WITNESS (Contractor):

For Contractor:

Signature

Firm Name

Name (Type or Print)

Name & Title (Type or Print)

CORPORATE SEAL

Signature

Date

#### NOTARY PUBLIC

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

Notary Name: \_\_\_\_\_

Notary Public Signature: \_\_\_\_\_

Commission Number: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**ORANGE COUNTY PUBLIC SCHOOLS**

ATTEST:

For Orange County Public Schools:

By \_\_\_\_\_

By \_\_\_\_\_

Michael A. Eugene, Chief Operations Officer

Date \_\_\_\_\_

Reviewed by \_\_\_\_\_

James S. Ruffalo

**Sample Agreement Only**  
**Do Not Complete**