St. Johns County School Dist Sebastian Administrative Annex Purchasing Department 3015 Lewis Speedway, Unit 5 St. Augustine, FL 32084	ST. JOHNS COUNTY SCHOOL DISTRICT	INVITATION TO BID (ITB) REQUIRED RESPONSE FORM BID NO.: 2018-13
		RELEASE DATE: February 27, 2018
F.O.B. Destination: District	Wide	CONTACT: Patrick Snodgrass Director of Purchasing
BID DUE DATE AND TIME: March 28, BID OPENING DATE AND TIME: Marc		(904) 547-8941 patrick.snodgrass@stjohns.k12.fl.us
SUBMIT BID TO: Sebastian Administra Purchasing Departm 3015 Lewis Speedwa St. Augustine, FL 32	nent ray, Unit 5	JING LOCATION: Sebastian Administrative Annex Purchasing Department 3015 Lewis Speedway, Unit 5 St. Augustine, FL 32084
REQUIRED SUBMITTALS CHECKLIST	- Each submittal checked bel	ow is required for Bid to be considered.
Literature Specifications	Catalogs P	roduct Samples: See Special Conditions
X Debarment Form	N	Ianufacturer's Certificate of Warranty
<u>X</u> Drug-Free Workplace Certification	n <u>X</u> L	ist of References
X Certificate of Insurance: See Spe	ecial Conditions	
X Additional submittals specific to th	nis ITB may also be required –	See Special Conditions for details
BIDDER MUST FILL IN THE INFORMATIO	N LISTED BELOW AND SIGN W	HERE INDICATED FOR BID TO BE CONSIDERED.
2		
Company Name:		
Address:		
City, State:	Zip:	FEIN:
Signature of Owner or Authorized Officer/Agent		Telephone:
Typed Name of Above:		FAX:
Email:		
entity or person submitting an offer for the s collusion or fraud. I further agree to abide to response. In submitting an offer to the Schoo offeror will convey, sell, assign, or transfer to it may now or hereafter acquire under the Anti	same materials, supplies, equipm by all conditions of this invitation of Board of St. Johns County, I, as the School Board of St. Johns Co i-trust laws of the United States ar uired by the School Board. At the	greement, or connection with any corporation, firm, business nent, or services (s), and is in all respects fair and without and certify that I am authorized by the offeror to sign this is the Bidder, offer and agree that if the offer is accepted, the bunty all right, title, and interest in and to all causes of action ad the State of Florida for price fixing relating to the particular e School Board's discretion, such assignment shall be made is final payment to the vendor.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

Bidder: To ensure acceptance of the bid follow these instructions:

- 1. **DEFINITIONS:** For purpose of these General Conditions "ITB" refers to the Invitation to Bid. "Bid" refers to the completed ITB Required Response Form above, together with all supporting documentations and submittals. "Bidder" or "Contractor" or "Respondent" refers to the entity or person that submits the Bid. "District" refers to the St. Johns County School District, and "School Board" to the St. Johns County School Board. "Purchasing Department Representative" refers to the Purchasing Department staff member named as its contact on the first page of the ITB. "Conditions" refers to both the General Conditions and the Special Conditions of this ITB.
- 2. EXECUTION OF BID: The ITB Required Response Form must be completed, signed, and returned in a sealed envelope to the Purchasing Department, together with the Bid and all required submittals. All Bids must be completed in ink or typewritten. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All corrections should be initialed by the person signing the Bid even when using opaque correction fluid. Any illegible entries will not be considered for award. The ITB General Conditions, Special Conditions and specifications cannot be changed or altered in any way by the Bid or otherwise by the Bidder. In the event of any conflict between the Conditions and specifications of the ITB and the terms and conditions of the Bid, the Conditions and specifications of the ITB take precedence. Any failure to comply with the ITB Conditions or specifications or attempt to alter them by the Bidder shall be grounds for rejection of the Bid.
- 3. SUBMISSION OF BID: The completed Bid must be submitted in a sealed envelope with the ITB title and bid number on the outside. Bids must be time stamped by the Purchasing Department prior to the ITB due time on date due. No Bid will be considered if not time stamped by the Purchasing Department prior to the stated submission deadline. Bids submitted by telegraphic or facsimile transmission will not be accepted unless authorized by the Special Conditions of this ITB.
- 4. SPECIAL CONDITIONS: The Purchasing Department has the authority to issue Special Conditions as required for a particular ITB. Any Special Conditions that vary from these General Conditions shall take precedence over the General Conditions.
- 5. PRICES QUOTED: Deduct trade discounts and quote a firm net price. Give both unit price and aggregate total. Prices must be stated in units to quantity specified in the ITB. In case of discrepancy in computing the amount of the Bid, the Unit Price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid. Bidder is responsible for freight charges. Bidder owns goods in transit and files any claims, unless otherwise stated in Special Conditions. Each item must be proposed separately and no attempt is to be made to tie any item or items in with any other item or items. If a Bidder offers a discount or offers terms less than Net 30, it is understood that a minimum of thirty (30) days will be required for payment. If a payment discount is offered, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a) Taxes: The School Board does not pay Federal excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the purchase order. 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.
 - b) Mistakes: Bidders are expected to examine the General and Special Conditions, specifications, delivery schedules, Bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk.
 - c) Conditions and Packaging: It is understood and agreed that any item offered or shipped as a result of this ITB shall be new (current production model at the time of this ITB) unless otherwise stated. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - d) Underwriters' Laboratories: Unless otherwise stipulated in the ITB, all manufactured items and fabricated assemblies shall be U.L. listed where such has been established by U.L. for the item(s) offered and furnished. In lieu of the U.L. listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
 - e) Preference for St. Johns County Bidders: For all purchases made by the School Board, prices and quality being equal, preference may be given to St. Johns County Bidders, subject to certification as a drug-free workplace (Florida Statutes 287.087 and 287.084).
- 6. BRAND NAMES: The District reserves the right to invite Bids for a particular product or specific equipment by manufacturer, make, model or other identifying information. However, a Bidder may propose a substitute product of equal quality and functionality unless the Conditions or specifications state that substitute products or equipment may not be proposed and will not be considered. If a substitute product is proposed, it is the Bidder's responsibility to submit

with the Bid brochures, samples and/or detailed specifications on the substitute product. The District shall be the sole judge in the exercise of its discretion for determining whether the substitute product is equal and acceptable.

- 7. QUALITY: The items proposed must be new and equal to or exceed specifications. The manufacturer's standard warranty shall apply. During the warranty period, the successful Bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same warranty as the original equipment. The successful Bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
- 8. SAMPLES: Samples of items, when required, must be furnished free of expense by the ITB due date unless otherwise stated. If not destroyed, upon request, samples will be returned at the Bidder's expense. Bidders will be responsible for the removal of all samples furnished within thirty (30) days after ITB opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with Bidder's name, ITB number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the ITB. Unless otherwise indicated, samples should be delivered to the office of the Purchasing Department of the St. Johns County School Board, Sebastian Administrative Annex, 3015 Lewis Speedway Unit 5, St. Augustine, FL 32084.
- 9. TESTING: Items proposed may be tested for compliance with ITB Conditions and specifications.
- **10. NON-CONFORMITY:** Items delivered that do not conform to ITB Conditions or specifications may be rejected and returned at Bidder's expense. Goods or services not delivered as per delivery date in ITB and/or purchase order may be purchased on the open market. The Bidder shall be responsible for any additional cost. Any violation of these stipulations may also result in Bidder being disqualified from participating in future competitive solicitations or otherwise doing business with the District.
- 11. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), the Bid must show the number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for recommending an award (see Special Conditions).
- 12. REQUESTS FOR CLARIFICATION: No correction or clarification of any ambiguity, inconsistency or error in the ITB Conditions and specifications will be made to any Bidder orally. Any request for such interpretation or correction should be by email addressed to the Purchasing Department Representative prior to the deadline specified in the Special Conditions for submitting questions. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB. Only the interpretation or correction so given by the Purchasing Department Representative, by email or in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the ITB Conditions and specifications.
- **13. DISPUTE:** Any dispute concerning the Conditions or specifications of this ITB or the contract resulting from this ITB shall be decided by Purchasing Department and that decision shall be final.
- 14. AWARDS: Bids shall be reviewed in accordance with the ITB Conditions and specifications and the best interest of the School District. To that end, the Board reserves the right to reject any and all Bids; to waive any irregularities or informalities; to accept any item or group of items; to request additional information or clarification from any Bid; to acquire additional quantities at prices quoted in the Bid unless additional quantities are not acceptable, in which case the Bid must be conspicuously labelled "BID IS FOR SPECIFIED QUANTITY ONLY", and to purchase the product or service at the price and terms of any contract with a governmental entity procured by competitive solicitation, in accordance with Florida law. The decision to award a contract or take other action in regard to the ITB shall be made in the best interest of the School District.
- 15. OTHER GOVERNMENTAL AGENCIES: It is the intent of this solicitation to obtain Bids to sell the services or products to the School Board. Other school boards and governmental agencies/entities may purchase goods or services based on the contract awarded as a result of this ITB. The services and products are to be furnished in accordance with the terms of the resulting contract.
- 16. MARKING: A packing list must be included in each shipment and shall show the School Board purchase order number, ITB number, school name or department name, contents and shipper's name and address; mark packing list and invoice covering final shipment "Order Completed". If no packing list accompanies the shipment, the buyer's count will be accepted. Mark each package clearly with (A) shipper's name and address, (B) contents, (C) the School Board of St. Johns County purchase order number, and (D) ITB number.
- 17. INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance will be at destination shown on purchase order unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the District. If the materials or services supplied to the District are found to be defective or do not conform to specifications, the Board reserves the right to cancel the order upon written notice to the Bidder and return product at Bidder's expense.
- **18. BILLING AND PAYMENT:** Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to St. Johns County School District, Accounts Payable Department, 40 Orange Street, St. Augustine, FL 32084. Payment will be made as prescribed in the Special Conditions and properly invoiced.

- 19. COPYRIGHT AND PATENT RIGHTS: The Bidder, without exception, shall indemnify and hold harmless the School Board and its employees from liability of any nature or kind, including legal fees and other costs 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 understood and agreed without exception that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
- 20. OSHA: The Bidder warrants that the product supplied to the School Board shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will constitute a breach of contract.
- 21. LEGAL REQUIREMENTS: The Bidder shall comply with Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.
- 22. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the School Board. Further, all Bidders must disclose the name of any Board employee who owns directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in the Bidder's firm.
- **23. ANTI-DISCRIMINATION:** The Bidder certifies that Bidder is in compliance with the requirements of law regarding equal employment opportunity for all persons without regard to age, race, color, religion, sex, national origin, or disability.
- 24. LICENSES AND PERMITS: The Bidder shall be responsible for obtaining, at its expense, all licenses and permits required for performance of the work or services resulting from the ITB award.
- 25. BID BONDS, PERFORMANCE BONDS, 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 unsuccessful Bidders. After acceptance of Bid, the Board will notify the successful Bidder to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. St. Johns County School District shall be named as additional insured on policies required by detailed specifications. Upon receipt of the performance bond, the Bid bond will be returned to the successful Bidder.
- 26. DEFAULT AND REMEDIES: The following remedies for default shall apply.
 - a) Failure to Timely Deliver. The parties acknowledge and agree that the damages for the failure of the successful Bidder to timely deliver the products or services contracted for may be difficult to determine. Moreover, both parties wish to avoid lengthy delay and expensive litigation relating to the failure of the successful Bidder to deliver on time. Therefore, in the event the successful Bidder fails to timely deliver the products or services contracted for, the School Board may exercise the remedy of liquidated damages against the successful Bidder in an amount equal to 25% of the unit price Bid, times the quantity. The successful Bidder shall pay that sum to the School Board not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages.
 - b) **Other Default.** In the event of default for any reason other than the failure of the successful Bidder to timely deliver the products or services contracted for, the School Board may exercise any and all remedies in contract or tort available to it, including, but not limited to, the recovery of actual and consequential damages.
- 27. TERMINATION: In the event any of the provisions of this ITB are violated by the Bidder, the Purchasing Department reserves the right to reject its Bid. Furthermore, the School Board reserves the right to terminate any contract resulting from this ITB for financial or administrative convenience, as determined in its sole business judgment, upon giving thirty (30) days prior written notice to the other party.
- 28. FACILITIES: The Board reserves the right to inspect the Bidder's facilities at any time with prior notice.
- 29. ASBESTOS STATEMENT: All material supplied to the School Board must be 100% asbestos free. Bidder by virtue of proposing, certifies by signing Bid, that if awarded any portion of this Bid, will supply only material or equipment that is 100% asbestos free.
- **30. INDEMNITY AND HOLD HARMLESS AGREEMENT:** During the term of this Bid and any contract awarded to Bidder as a result of this ITB, the Bidder shall indemnify, hold harmless, and defend the School Board, its agents, and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and recovery costs, court costs and all other sums which the Board, its agents, servants and employees, may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Bidder, its agents, or employees, or any of its equipment, including, without limitation, claims for damages, injury to person or property, including the Board's property, or death.
- 31. CRIMINAL BACKGROUND SCREENING: Pursuant to Florida Statute 1012.467and School Board Rule 7.142, the District will issue and recognize statewide background badges to non-instructional contractor employees who meet the clearance requirements of Florida Statute 1012.467(2)(g) when it is not anticipated that they will come into direct contact with students. However, pursuant to Florida Statute 1012.467 and School Board Rule 7.142, if the District is unable to

rule out that Bidder's employees or subcontractors may come into contact with students, then, in the paramount interest of student safety, the employees will be required to undergo and pass background screening in accordance with School Board Rule 7.142, unless another statutory exemption applies.

For this ITB:

- B. \boxtimes Student contact anticipated

If Box A is checked, statewide badge will be recognized or issued, if requested and the contractor meets clearance requirements.

If Box B is checked, background screening pursuant to School Board Rule 7.142(4) will be required.

The Bidder acknowledges and agrees to comply with the requirements of School Board Rule 7.142. Bidder shall be responsible for the expense of the background screening of its employees.

- **32.** VENUE: Any suit, action, or other legal proceedings arising out of or relating to any contract awarded based upon this ITB shall be brought in a court of competent jurisdiction in St. Johns County, Florida. The parties waive any right to require that a suit, action, or proceeding arising out of this Agreement be brought in any other jurisdiction or venue.
- **33.** WAIVER OF JURY TRIAL: The parties knowingly, voluntarily, and intentionally waive their right to trial by jury with respect to any litigation arising out of, under, or in connection with this ITB or any contract awarded upon this ITB. This provision is a material inducement for the School Board to enter into a contract with the successful Bidder.
- 34. LOBBYING: Lobbying is not permitted with any District personnel or School Board members in connection with any ITB or competitive solicitation. All oral or written inquires must be directed through the Purchasing Department. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract. Any Bidder or any individuals that lobby on behalf of Bidder will result in rejection/disqualification of said Bid.
- **35. ASSIGNMENTS:** The successful bidder may not sell, assign or transfer any of its rights, duties or obligations under Bid contract without the prior written consent of the School Board.
- **36. PROTEST:** Failure to give notice or file a protest within the time prescribed in Section 120.57 (3), Florida Statutes, shall constitute a waiver of any protest.
- 37. COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving Federal funds will contain certain provisions required by applicable sections of Title 34, Section 80.36(I) and 85.510, Code of Federal Regulations and are included by reference herein.
 - a) Debarment: The Bidder certifies by signing the Bid and required response form that the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the School Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in Federally funded transactions, the Bidder shall immediately notify the Purchasing Department and the Superintendent, in writing.

- b) Records: Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three (3) years after the School Board's final **payment is made**.
- c) Termination: For all contracts involving Federal funds, in excess of \$10,000, the School Board reserves the right to terminate the contract for cause as well as convenience by issuing a certified notice to the vendor.
- **38. PUBLIC ENTITY CRIME:** Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of Florida Statute, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 39. COLLECTION, USE OR RELEASE OF SOCIAL SECURITY NUMBERS: The St. Johns County School District is authorized to collect, use or release social security numbers (SSN) of vendors, contractors and their employees and for the following purposes, which are noted as either required or authorized by law to be collected. The collection of social security numbers is either specifically authorized by law or imperative for the performance of the District's duties and responsibilities as prescribed by law (Sections 119.07(5)(a)2 and 3, Florida Statutes):

- a) Criminal history and criminal background checks/Identifiers for processing fingerprints by Department of Law Enforcement/, if SSN is available [Required by Fla. Admin. Code 11 C-6.003 and Fla. Stat. § 119.07(5)(a)6]
- b) Vendors/Consultants that District reasonably believes would receive a 1099 form if a tax identification number is not provided including for IRS form W-9 [Required by 26 C.F.R. § 31.3406-0, 26 C.F.R. § 301.6109-1, and Fla. Stat. § 119.07(5)(a)2 and 6]
- **40. PURCHASING AGREEMENTS AND STATE TERM CONTRACTS:** The Purchasing agreements and state term contracts available under s. 287.056 have been reviewed.
- **41. PUBLIC RECORDS AND CONFIDENTIALITY:** Subject to the limited confidentiality afforded pending competitive solicitation by Florida Statute 119.071, the ITB and all Bids are public records subject to disclosure pursuant to the Florida Public Records Law. Requests for tabulations and other records pertinent to the competitive solicitation shall be processed in accordance with the Florida Public Records Law. By submitting a Bid, Bidders will be deemed to have waived any claim of confidentiality based on trade secrets, proprietary rights, or otherwise.

Florida Statute 119.0701 requires the Contractor to comply with Florida's public records laws with respect to services performed on behalf of the School District. Specifically, the Statute requires that the Contractor:

- a) Keep and maintain public records required by the School District to perform the service.
- b) Upon request from the School District's custodian of public records, provide the School District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statues or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the School District.
- d) Upon completion of the contract, transfer, at no cost, to the School District all public records in possession of the Contractor or keep and maintain public records required by the School District to perform the service. If the Contractor transfers all public records to the School District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School District, upon request from the School District's custodian of public records, in a format that is compatible with the information technology systems of the School District.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 904-547-7637; <u>sipubrec@stjohns.k12.fl.us</u>; OR ST. JOHNS COUNTY SCHOOL BOARD, ATTN: COMMUNITY RELATIONS, 40 ORANGE STREET, ST. AUGUSTINE, FL 32084

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

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

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

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

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

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

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

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

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

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

Instructions for Certification:

1. The prospective lower tier participant certifies, by submission of this proposal that neither it nor its principals are:

(a) presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

(b) have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in performing a public (federal, state or local) transaction or contract under a public transaction; or for 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 government entity (federal, state or local) with commission of the offenses enumerated in this certification; or

(d) have not within a three-year period preceding this application had one or more public transaction (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 participant shall attach an explanation to this proposal.

Name of Applicant	PR/Award Number and/or Project Name		
Printed Name	Title of Authorized Representative		
Signature	Date		

DRUG FREE WORKPLACE CERTIFICATION FORM

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

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

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

(Vendor's Signature)



BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

(Must be completed & submitted with each competitive solicitation)

Bid number and description: _____

Identify the state in which the Vendor has its principal place of business:

Instructions: <u>IF</u> your principal place of business above is located within the State of Florida, the Vendor must sign below and submit this form with your bid response, <u>no further action is required.</u>

However, if your principal place of business is outside of the State of Florida, the following <u>must be completed by an attorney</u> and returned with your bid response. <u>FAILURE TO COMPLY SHALL BE CONSIDERED TO BE NON-RESPONSIVE TO THE TERMS OF THE SOLICITATION.</u>

OPINION OF OUT – OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES

(To be completed by the Attorney for an Out-of-State Vendor)

NOTICE: Section 287.084(2), Florida Statute, provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state (or political subdivision thereof) to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(Please Select One)

_____ The Vendor's principal place of business is in the State of _______ and it is my legal opinion that the laws of that state <u>do not grant a</u> <u>preference</u> in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Vendor's principal place of business is in the State of ______ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: (Please describe applicable preference(s) and identify applicable preference(s) and identify applicable preference(s).

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(Please Select One)

_____ The Vendor's principal place of business is in the political subdivision of ______ and it is my legal opinion that the laws of that political subdivision <u>do not grant a preference</u> in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Vendor's principal place of business is in the political subdivision of ______ and the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: (Please describe applicable preference(s) and identify applicable authority granting the preference(s)):

Signature of out-of-state Vendor's attorney:
Attorney's printed name:
Address of out-of-state Vendor's attorney:
Phone number/e-mail of out-of-state Vendor's attorney:
Attorney's states of bar admission:
Vendor's Signature:
Vendor's Printed Name:

ST. JOHNS COUNTY SCHOOL DISTRICT

INVITATION TO BID

SPECIAL CONDITIONS

1.0 **INTRODUCTION**

1.1 The St. Johns County School District (hereinafter referred to as the District) is requesting bid pricing from qualified vendors for the purchase and installation of resilient flooring at various schools and facilities on an as needed basis. The District makes no guarantee of a specific amount of goods and services to be purchased under this bid.

2.0 **INSTRUCTIONS FOR BID SUBMITTAL**

2.1 All bids must be received no later than, March 28, 2018 @ 1:30 PM and must be delivered to:

St. Johns County School District Sebastian Administrative Annex Purchasing Department 3015 Lewis Speedway, Unit 5 St. Augustine, FL 32084

If a bid is transmitted by US mail or other delivery medium, the bidder will be responsible for its timely delivery to the address indicated

- 2.2 Any bid received after the stated date and time, **WILL NOT** be considered.
- 2.3 One manually signed original bid and one photocopy of the bid must be sealed in one package and clearly labeled "Bid #2018-13 Resilient Flooring" on the outside of the package. The legal name, address, bidder's contact person and telephone number must also be clearly noted on the outside of the package.
- 2.4 Failure to submit one original bid with a manual signature may result in rejection of the bid.
- 2.5 All bids must be signed by an officer or employee having the authority to legally bind the bidder.
- 2.6 Any corrections must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.7 Bidders should become familiar with any local conditions that may, in any manner, affect the services required. The bidder(s) are required to carefully examine the bid terms and to become thoroughly familiar with any and all conditions and requirements

that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

- 2.8 Bids not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District.
- 2.9 Any bid may be withdrawn prior to the date and time the bids are due. Any bid not withdrawn will constitute an irrevocable offer for a period of 90 days, to provide the District with the services specified in the bid.
- 2.10 Pursuant to Florida Statute, it is the practice of the District to make available for public inspection and copying any information received in response to an Invitation to Bid or Request for Proposal (RFP). No action on the part of the respondent to a Bid or RFP will create an obligation of confidentiality on the part of the District, including but not limited to, making a reference in the response to the trade secret statutes. It is recommended that potential suppliers exclude from their response any information that, in their judgment may be considered a trade secret.
- 2.11 When a school district is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal or reply is by a vendor whose principal place of business is in a state or political subdivision which grants a preference by that state or political subdivision, then the school district shall award an equal preference to the lowest responsible and responsive vendor having a principal place of business within Florida. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state, and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of Florida shall be five (5) percent. F.S. 287.084(1)(a).

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

3.0 <u>AWARD</u>

- 3.1 The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a re-submittal or other information to evaluate any or all bids.
- 3.2 The District reserves the right to require bidder(s) to submit evidence of qualifications or any other information the Board may deem necessary, including audited and unaudited financial statements.

- 3.3 The District reserves the right, prior to Board approval, to withdraw the bid or portions thereof, without penalty.
- 3.4 The District reserves the right to: (1) accept the bid of any firm to be in the best interest of the District and (2) to reject any and/or all bids.
- 3.5 The District reserves the right to conduct interviews with any of the bidders and to require a formal presentation by any of the bidders.
- 3.6 It is the intent of the District to award this bid to one or more sources, as determined to be in the best interest of the District.
- 3.7 The bid award will be made based on funds availability and will be at the sole discretion of the St. Johns County School Board.

4.0 **<u>CONTRACT/RENEWAL</u>**

- 4.1 The term of this contract shall be from May 12, 2018 to May 11, 2019 and may by mutual agreement between the District and the awarded vendor be renewable for up to three (3) additional one (1) year periods.
- 4.2 All terms and conditions of this bid, any addenda, and negotiated terms are incorporated into the contract by reference as set forth herein.

5.0 **BID INQUIRIES/NOTICES**

5.1 In order to maintain a fair and impartial competitive process, prospective bidders shall not communicate with District staff or Board members after bids are released. All questions and inquiries must be submitted via email no later than March 13, 2018 @ 12:00 PM to:

Patrick Snodgrass Director of Purchasing patrick.snodgrass@stjohns.k12.fl.us

Communication via email as stated above is the only means prospective bidders may contact the District regarding this solicitation. Violation of this section is grounds for automatic disqualification of a prospective bidder's submittal.

All questions will be answered via posting to the DemandStar website <u>www.demandstar.com</u> no later than March 14, 2018 @ 5:00 PM.

The District will not respond to questions and inquiries submitted after the deadline stated above.

5.2 Copies of addendum will be made available for inspection at the District's Purchasing Department where bid documents will be kept on file.

- 5.3 No Addendum will be issued later than March 14, 2018, except an addendum withdrawing the Invitation to Bid or one which includes postponement of the date for receipt of bids or one containing the questions and answers.
- 5.4 All notices relative to this Bid, including but not limited to initial release, addendums, letters of intent and awards will be posted on the DemandStar web site www.demandstar.com.

6.0 **SCOPE OF SERVICES**

- 6.1 The bid is for the purchase and installation of resilient sheet flooring and resilient tile flooring, resilient base, and other work at various schools and facilities throughout the District.
- 6.2 The awarded vendor is responsible for supplying, at its own expense, all supervision, labor, tools, materials, equipment, transportation and anything necessary to perform work. Work shall include the removal and disposal of old carpet and/or tile, floor preparation including patching, new flooring material and its installation, cove base and its installation. All flooring to be prepped and installed per manufacturer's written instruction.
- 6.3 Perform moisture tests recommended by manufacturer preceding installation. Proceed with installation only after substrates pass testing. Moisture mitigation, if required, shall be performed according to manufacturer's specifications.
- 6.4 All flooring shall be installed in accordance with manufacturer's recommendations using only the manufacturer's recommended clean-set adhesive. No substitute of adhesive shall be acceptable. Flooring shall be installed with no gaps or unsightly space between tiles. Installation shall be net to walls. Finished installation shall show no valleys or ridges and shall have no hollows or voids beneath tiles.
- 6.5 When a particular brand/make/stock number is listed in the bid, such reference has been made solely for the purpose of more clearly defining the general description of the product desired and the standard of minimum quality and construction. If an alternate product ("or equal") is proposed, it is the Bidder's responsibility to submit literature and detailed specifications of the alternate product with their bid. The District shall be the sole judge in the exercise of its discretion for determining whether the alternate product is equal and acceptable.

6.6 **<u>Resilient Sheet Flooring</u>**

6.6.1 Marmoleum Composition Sheet 2.0 mm (MCS) or equal. See Attachment A for technical data.

Resilient Sheet Flooring shall meet or exceed all technical requirements listed in ASTM F2034 Standard Specification for Linoleum Sheet Flooring Type 1.

Resilient Sheet Flooring is a homogeneous sheet linoleum of primarily natural materials consisting of linseed oil, wood flour, and rosin binders, mixed and

calendered onto natural jute backing. Pattern and color shall extend throughout total thickness of material.

Physical Characterist	ics (dimensions are approximate):
Gauge:	0.080" (2.0mm)
Backing:	Jute
Width:	79" (2 meters)
Length:	105' (32 meters)
Roll Size:	77 yd ² (64 meters ²⁾

6.6.2 Mannington Paradigm 2.03 mm or equal. See Attachment B for technical data.

Resilient Sheet Flooring shall meet or exceed all technical requirements listed in ASTM F1303-04 Standard Specification for Sheet Vinyl Floor Covering with Backing.

Resilient Sheet Flooring is a heterogeneous sheet flooring Non-Phthalate, constructed of a backing layer, middle layer, pattern layer & wear layer. Wear layer must contain urethane aluminum oxide topcoat cured by an ultraviolet process or similar additive in order to protect from scratches and wear. No-polish maintenance required.

Physical Characteristics (dimensions are approximate):

Construction:	Heterogeneous Sheet Flooring
Wear Layer:	Quantum Guard HP Urethane Aluminum Oxide Topcoat Cured
·	by UV Process
Size:	6' (1.83 m), 9' (2.75 m), 12' (3.66 m)
Roll (Min - Max):	6' (30-50 sq. yds.)(25.0-41.8 sq. m)
	9' (30-75 sq. yds.)(25.0-62.7 sq. m)
	12' (30-100 sq. yds.)(25.0-83.6 m)
Weight:	4.7 lbs./yd² (2.79 kg/m²)
Overall Thickness:	0.080" (2.03 mm)
Wearlayer Thickness:	: 0.020" (.51 mm)
Pattern Repeat:	Random Repeat, Reverse Sheet for Seaming
Static Load Limit:	750 psi

6.6.3 Mannington Realities II 2.03 mm or equal. See Attachment C for technical data.

Resilient Sheet Flooring shall meet or exceed all technical requirements listed in ASTM F1303-04 Standard Specification for Sheet Vinyl Floor Covering with Backing.

Resilient Sheet Flooring is a heterogeneous sheet flooring Non-ortho Phthalate, constructed of a backing layer, middle layer, pattern layer & wear layer. Wear layer must contain urethane aluminum oxide topcoat cured by an ultraviolet process or similar additive in order to protect from scratches and wear. No-polish maintenance required.

Physical Characteristics (dimensions are approximate):Construction:Heterogeneous Sheet Flooring

Wear Layer:	Quantum Guard HP Urethane Aluminum Oxide Topcoat Cured
	by UV Process
Size:	6' (1.83 m), 9' (2.75 m), 12' (3.66 m)
Roll (Min - Max):	6' (30-50 sq. yds.)(25.0-41.8 sq. m)
	9' (30-75 sq. yds.)(25.0-62.7 sq. m)
	12' (30-100 sq. yds.)(25.0-83.6 m)
Overall Thickness:	0.080" (2.03 mm)
Wearlayer Thickness	: 0.020" (.51 mm)
Static Load Limit:	750 psi

6.7 **Resilient Tile Flooring**

6.7.1 Marmoleum Composition Tile 2.0 mm (MCT) or equal. See Attachment D for technical data.

Resilient Tile Flooring shall meet or exceed all technical requirements listed in ASTM F2195 Standard Specification for Linoleum Tile Flooring Type 1.

Resilient tile flooring is a homogeneous tile of primarily natural materials consisting of linseed oil, wood flour, and rosin binders, mixed and calendered onto a polyester backing. Pattern and color shall extend throughout total thickness of tile material.

Physical Characteristics (dimensions are approximate):Size:Approx. 13" x 13" (33.3 cm x 33.3 cm)Gauge:0.080" (2.0 mm)Backing:PolyesterPackaging:45 Tiles (53.82 feet², 5 meters²)

6.7.2 Mannington Spacia 2.5 mm or equal. See Attachment E for technical data.

Resilient Tile Flooring shall meet or exceed all technical requirements listed in ASTM F1700 Standard Specification for Solid Vinyl Floor Tile.

LVT must consist of a backing layer, décor layer and wear layer. Wear layer must contain aluminum oxide or similar additive to wear layer in order to resist scratch and wear. No polish maintenance is required.

Physical Characteristics (dimensions are approximate):Construction:Luxury Vinyl TileOverall Thickness:0.096" (2.5 mm)Wearlayer Thickness:0.50 mm 20 milSizes(Style Dependent):4" x 36" (102 x 915 mm) and 7.25" x 48" (185 x 1220 mm)Pieces Per Carton:27 pieces of 4" x 36", 9 pieces of 7.25" x 48"Coverage Per Carton:27 sq. ft. of 4" x 36", 21.75 sq. ft. of 7.25" x 48"

6.8 Cove Base

4" high vinyl cove base (1/8" thick) and 6" high vinyl cove base (1/8" thick) in continuous rolls. Four (4) foot strips shall not be an acceptable alternate. Colors to be selected by the District from at least five (5) samples provided by the awarded vendor.

6.9 Floor Preparation/Repairing

The awarded vendor shall be responsible for preparation of the existing floor to meet manufacturer's requirements. At a minimum, the entire floor area shall be structurally sound, stable and leveled to a tolerance of $\pm -1/8$ " per 10'.

Floor shall be clean and free of dust, oil, grease, latence, loosely bonded topping, loose particles or any other deleterious substances and debris which may prevent or reduce adhesion. Any existing gypsum-based patching compound shall be removed. Leveling, if necessary, shall be accomplished with a cement based patch/leveling compound (gypsum based compound is not an acceptable alternate). The awarded vendor shall provide written evidence that leveling compound utilized shall have at least a 4500 psi compressive strength after 30 days. All ridges, etc., shall be scraped or sanded smooth after leveling prior to installation.

6.10 Air Quality

Appropriate air quality must be maintained in each facility. As such, the awarded vendor must vacuum affected areas rather than sweeping. Ventilation as needed is to be arranged with each school/facility based maintenance manager.

6.11 Other Preparation/Repair Work

The awarded vendor will be responsible for any other preparation or repair work that is required to complete the installation.

- 6.12 Prior to any work, the awarded vendor will be required to provide a written job quote for each job to be performed. The bid pricing submitted on the bid sheet will be used as the basis for each job quote. The requirements of each job will be determined by an authorized District representative. Each job quote must contain a detailed listing of the labor and materials required to complete the work based on the individual requirements of each job. The listing of product must include the appropriate unit of measure, quantity and cost to the District. Any materials awarded based on a percentage (%) markup over cost must show the vendors cost and the appropriate markup.
- 6.13 The awarded vendor shall provide itemized invoices for the hours worked and goods/materials received. Invoices are to reflect the prices submitted on the bid sheet. The District may only be billed for hours worked and goods/materials received. The District reserves the right to require the awarded vendor to provide documentation to substantiate their labor and material cost.
- 6.14 Any increase to the work shall be performed only after execution of a written change order by an authorized District representative and a revised purchase order.

- 6.15 The awarded vendor shall leave all work sites in a neat and orderly fashion at the end of each work day. The awarded vendor shall be responsible for the pick-up of all rubbish and/or debris. Rubbish and/or debris will not be deposited into the schools or facilities refuse containers. At completion of work, the awarded vendor will remove all work materials, tools, construction equipment and machinery from the work site and will leave the school or facility in ready to use condition.
- 6.16 The District reserves the right to inspect all work prior to payment. The awarded vendor shall promptly correct all work rejected by an authorized District representative as defective. The awarded vendor will bear all costs of correcting such rejected work.
- 6.17 The awarded vendor shall be responsible for any damage to District property, personnel property or visitor property due to negligence on the part of the awarded vendor their employees or other agents. The awarded vendor agrees to repair, at own expense, any damage that was caused by the awarded vendor, their employees or their agents.
- 6.18 Employees or agents of the awarded vendor must sign in at the school's main office and report to the school's Maintenance Manager prior to commencing any work and must sign out at the school's main office prior to leaving the campus unless prior written exception has been obtained.
- 6.19 The awarded vendor will at all times enforce strict discipline and good order among their employees and agents and will not employ anyone unskilled in the task assigned to them. District sites are smoke and drug free. The awarded vendor who performs contractual services on the premises must advise their personnel for compliance purposes. The awarded vendor will be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with District Policies and Rules.
- 6.20 A five (5) year warranty for resilient flooring commencing on the date of completion. Completion shall be determined by an authorized District representative. During the warranty period, the awarded vendor must repair and/or replace product without cost to the District with the understanding that all replacements shall carry the same guarantee as the original product. The awarded vendor shall make any such repairs and/or replacements immediately upon receiving notice from the District.
- 6.21 A lifetime warranty shall apply to any moisture mitigation system. The awarded vendor must repair and/or replace product without cost to the District with the understanding that all replacements shall carry the same guarantee as the original product. The awarded vendor shall make any such repairs and/or replacements immediately upon receiving notice form the District.
- 6.22 All bidders must include a written factory certification from the flooring manufacturer in their submittal. The written factory certification must state they are certified to install product(s) listed in the bid sheet submittal. Failure to include written factory certification from the flooring manufacturer may result in disqualification.

7.0 **BID PRICING**

- 7.1 Bidders may include pricing for any product and/or all products listed on the bid sheet. Bid price by the square foot is for the purchase, delivery and installation. Bidders must include the manufacturer/brand/make/model.
- 7.2 Bid pricing is required by the lineal foot for the purchase and installation of 4" cove base and 6" cove base.
- 7.3 Bid pricing is required by the lineal foot for cove base removal.
- 7.4 Bid pricing is required by the square foot for VCT removal.
- 7.5 Bid pricing is required by the square foot for ceramic tile removal.
- 7.6 Bid pricing is required by the square yard for carpet removal.
- 7.7 Bid pricing is required by the square yard for furniture moving.
- 7.8 Bid pricing is required for an hourly labor rate for floor preparation and other work. The billable hourly rate shall start upon arrival at the job site and end upon departure from the site.
- 7.9 Bid pricing is required for all other materials on a percentage (%) markup over cost.
- 7.10 No costs, other than those listed on the bid sheet, may be incurred by the District.
- 7.11 Bid pricing shall remain fixed for the first year of the bid. The awarded vendor may on an annual basis request a price increase for resilient sheet flooring and resilient tile flooring. All requests for price increases must be made in writing to the Director of Purchasing at least 60 days prior to the anniversary date of the bid. Acceptable supporting documentation shall include, but not be limited to, manufacturer's statements of price increases. The District does not guarantee that a price increase will be approved. If the District approves a price increase, the new price will be held for a one-year period.
- 7.12 The bid sheet must be signed by an individual of the bidding firm that has the authority to bind the firm.

8.0 **QUALIFICATIONS**

Bidders are required to include a copy of their Business Tax Receipt, valid in St. Johns County, in their bid submittal.

9.0 **<u>REFERENCES</u>**

All bidders must provide a minimum of three (3) references whom they have performed similar services for within the past five (5) years.

10.0 **INSURANCE REQUIREMENTS**

It is mandatory that the person/firm submitting the bid have minimum Liability limits of \$1,000,000.00 for both Comprehensive General Liability, including Product Liability Coverage. The person/firm submitting the bid must also have a minimum Liability Limit of \$1,000,000.00 for Motor Vehicle Liability and at least the statutory limit of Worker's Compensation. All coverage must be included on the certificate(s). Bidder's insurance provider must be rated A- or better by AM Best. If the bidder's current certificate of insurance does not meet the amount required, a statement must be included with the bid document from their insurance carrier indicating that if a bid award was made to the firm, that the carrier would write the necessary insurance coverage. The successful bidder must then have the required insurance placed in force with written notification provided to the Director of Purchasing, prior to issuance of a purchase order that authorizes the work performance to begin. Failure to do so may invalidate the award and result in an award to the next lowest responsible bidder. **Successful vendor must list St. Johns County School Board as an additional insured.**

11.0 VENDOR PAYMENT

The St. Johns County School District requires all vendors responding to this bid to accept payment from the District on a Visa credit card. No other payment options will be made available. St. Johns County School District will issue a unique "ghost" credit card number to each vendor. This information must be held on file for all future payments. The card has a zero balance until payments have been authorized by the district.

After goods are delivered or services rendered vendors submit invoices to the Accounts Payable Department according to the current process. The payment terms are set as IMMEDIATE (next accounts payable run). When payments are authorized, an email notification is sent to an email address provided by the vendor. The email notification includes the invoice number, invoice date, and amount of payment. Once the vendor receives the email the credit card has been authorized to charge for the amount listed in the email. When the vendor charges the full amount authorized in the email the card will return to a zero balance until the next payment is authorized.

12.0 **<u>PURCHASE ORDERS</u>**

A Purchase Order issued by the Purchasing Department or from School Internal Accounts is the only legal authorization for vendors to perform services or provide commodities to the District. A commitment, either written or verbal, from District employees without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts does not constitute an obligation by the District to a vendor. Vendors that perform services or provide commodities without a Purchase Order issued by the Purchasing Department or from School Internal Accounts do so at their own risk and at risk of non-payment. Additional information regarding doing business with the District can be found on the District web site, <u>www.stjohns.k12.fl.us</u> under the Purchasing Department.

13.0 PREPARATION AND SUBMISSION OF BID

- 13.1 Bidder's are requested to organize their bids in the following sequence.
- 13.2 **Invitation to Bid:** Required response form (page 1 of Bid) with all required information completed and all signatures as specified

13.3 Debarment Form

13.4 Drug Free Workplace Certification

13.5 Principal Place of Business

13.6 **Insurance Coverage:** Insurance certificates evidencing coverage as specified in section 10.0 or a signed statement indicating that coverage meeting the required coverage will be obtained prior to the commencement of any work under this bid.

13.7 **Qualifications**

- 13.8 **<u>References</u>**
- 13.9 Written Factory Certification
- 13.10 Bid Sheet and Additional Literature if Applicable

Bid Sheet

Resilient Sheet Flooring (Marmoleum Composition Sheet 2.0 mm or Equal)	Manufacturer and Brand/Make/Model		Price	
Up to 499 square feet				per sq. 1
500 - 999 square feet				per sq. 1
1,000 square feet or more				per sq. f
Resilient Sheet Flooring (Mannington Paradigm 2.03 mm or Equal)	Manufacturer and Brand/Make/Model	Price Per 6' Width Roll	Price Per 9' Width Roll	Price Per 12' Width Rol
Up to 499 square feet		per sq. ft.	per sq. ft.	per sq. f
500 - 999 square feet		per sq. ft.	per sq. ft.	per sq. f
1,000 square feet or more		per sq. ft.	per sq. ft.	per sq. f
Resilient Sheet Flooring (Mannington Realities II 2.03 mm or Equal)	Manufacturer and Brand/Make/Model	Price Per 6' Width Roll	Price Per 9' Width Roll	Price Per 12' Width Rol
Up to 499 square feet		per sq. ft.	per sq. ft.	per sq. f
500 - 999 square feet		per sq. ft.	per sq. ft.	per sq. f
1,000 square feet or more		per sq. ft.	per sq. ft.	per sq. f
Resilient Tile Flooring				
(Marmoleum Composition Tile 2.0 mm or Equal)	Manufacturer and Brand/Make/Model		Price	
Up to 499 square feet				per sq. f
500 - 999 square feet				per sq. f
1,000 square feet or more				per sq. f
Resilient Tile Flooring				
(Mannington Spacia 2.5 mm or Equal)	Manufacturer and Brand/Make/Model		Price	
Up to 499 square feet				per sq. f
500 - 999 square feet				per sq. f
1,000 square feet or more				per sq. f
Cove	Base		Price	
Install 4" Cove Bases - lineal ft.				per lineal f
Install 6" Cove Bases - lineal ft.				per lineal f
Remove 4" Cove Base - lineal ft.				per lineal f
Remove 6" Cove Base - lineal ft.				per lineal f
VCT Re	moval		Price	
VCT removal - sq. ft.	movai		Price	per sq. fi
1 				1 1
Ceramic Til	e Removal		Price	
Ceramic Tile removal - sq. ft.				per sq. f
Carpet R	emoval		Price	
Carpet removal - sq. yd.				per sq. yc
Furni Furniture Moving - sq. yd.	ture		Price	per sq. yo
				por 54. ye
Labor for Floor Pre	p and Other Work	<u> </u>	Price	
Hourly Labor Rate for Floor Prep and Repair				per hou
Materials for	Other Work		Price	
Percentage Markup Over Cost for Materials for Other				%

Authorized Signature

Date _____



MARMOLEUM® COMPOSITION SHEET (MCS) TECHNICAL DATA

1. PRODUCT NAME / MANUFACTURER

1.1 Product:

Marmoleum® Composition Sheet (MCS) linoleum sheet resilient floor covering

1.2 Manufacturer:

Forbo Flooring Systems Humboldt Industrial Park Hazleton, PA 18202 www.forboflooringna.com Phone: +800 842 7839

+570 459 0771 Fax: +570 450 0258



1.3 Product Description:

Construction: MCS is a homogeneous floor covering made from natural ingredients including linseed oil, rosin binders, wood flour, limestone and dry pigments which are mixed and then calendared onto a natural jute backing.

Topshield2[™] is a high performance finish. Its double UV cured double layer technology delivers extraordinary performance and clear and vibrant colors that remain over time. Topshield2[™] creates a 'ready to use' Marmoleum® that requires no initial maintenance or polymer application. The surface can be repaired or refreshed in cases of accidents or after years of intensive use.

1.4 Physical Characteristics: (dimensions are approximate)

Gauge-----0.080" (2.0 mm) Backing -----Jute Width ------Jute Length -----105' (32 meters) Roll Size----77 yards² (64 meters²)

2. PRODUCT PERFORMANCE AND TECHNICAL DATA

2.1 Reference Specification:

Meets or exceeds all technical requirements as set forth in ASTM F 2034 Standard Specification for Linoleum Sheet Flooring

Type I

2.2 Environmental:

100% USDA Certified BioBased Product. Compliant with CHPS 01350 requirements for VOC emissions and indoor air quality.

Contributes to the following LEED® credits:

Materials & Resources

Credit 4: Recycled Content (46.5% Pre-Consumer) Credit 6: Rapidly Renewable Materials (33%)

Indoor Environmental Quality

Credit 4.3: Low-Emitting Materials (<u>www.chps.net</u>) Credit 4.1: Low-Emitting Materials (Adhesive complies with

SCAQMD Rule #1168)

2.3 Static Load Limit:

850 pounds per square inch when tested in accordance with ASTM F 970-00, Standard Test Method for Static Load Limit.

2.4 Slip Resistance:

Meets or exceeds the industry recommendation of >0.5 for flat surfaces when tested in accordance with ASTM D 2047, Standard Test Method for Static Coefficient of Friction.

2.5 Castor Resistance:

Suitable for office chairs with castors when tested in accordance with EN 425, Castor Chair Test.

2.6 Impact Sound Reduction:

 \leq 4db when tested in accordance with ISO 717-2, Impact Sound Insulation Test.

2.7 Resistance to Bacteria:

Provides a self-sanitizing quality in the form of a bactericidal effect. Independent testing has shown that a sterile zone around the material inhibits the growth of organisms such as staphylococcus aureus, Clostridium difficile, and Klebsiella pneumonia (CRE).

2.8 Anti-Static Properties:

Naturally anti-static. This property makes cleaning easier because dirt and dust does not cling to the surface as it may with other materials.

2.9 Fire Testing:

Class 1 when tested in accordance with ASTM E 648/NFPA 253, Standard Test Method for Critical Radiant Flux.

Meets 450 or less when tested in accordance with ASTM E 662/ NFPA 258, Standard Test Method for Smoke Density.

2.10Cigarette Resistance:

Resists cigarette burns. Burning cigarettes will leave only a brown mark, which can be rubbed out using steel wool or a scouring pad.

2.11 Chemical Resistance: (Exposure Time: One Hour)*

•	•
Diluted Acids – Sulfuric, Nitric, Hydrochloric, Acet	tic,
Lactic, Citric	No Change
Isopropyl Alcohol (70%)	No Change
Sodium Hydroxide (5%)	Softening
Ammonia (5%), Acetone Possible Softe	
Soda Solution, Soap Solution (Slightly Alkaline)	No Change
Gasoline, Kerosene, White Spirit, Paraffin	
Benzene, Toluene, Methyl Alcohol, Ethyl Acetate	No Change
Methyl Ethyl Ketone, Ether, Phenol (5%)	No Change
Mineral Oil, Olive Oil, Vegetable Oil, Animal Fat	No Change
Blood, Urine, Excrement	No Change
Formaldehyde, Hydrogen Peroxide 3%	No Change
Hot Chili Paste, Iodine, Betadine, Hair Dye	No Change
Shoe Polish, Lipstick	
Silver Nitrate Staining/Poss	
Bitumen, Salt Water	
Methylene Blue	Staining
Gel-Based Hand Sanitizer, Bleach	
Tested in a secondary so with ACTME ODE Standard	Test Methed

Tested in accordance with ASTM F 925, Standard Test Method Resistance to Chemicals of Resilient Flooring.

 $\ensuremath{^{\ensuremath{\mathbb{S}}}}$ is NOT resistant to prolonged exposure to high alkalis.



3. INSTALLATION

3.1 Site Conditions:

The installation should not begin until the work of all other trades has been completed, especially overhead trades. Areas to receive flooring should be clean, fully enclosed and weathertight with the permanent HVAC must be fully operational, controlled and set at a minimum of 68° F (20° C) for a minimum of seven days prior to, during, and seven days after the installation. The flooring material (including adhesive and welding rod) should be conditioned in the same manner for a minimum of 48 hours prior to the installation. Areas to receive flooring shall be adequately lighted to allow for proper inspection of the substrate, installation and seaming of the flooring, and for final inspection.

3.2 Substrates:

Floors shall be sound, smooth, flat, permanently dry, clean, and free of all foreign materials including, but not limited to, dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt and old adhesive residue. Wood floors should be double construction with a minimum total thickness of 1". Wood floors must be rigid, free from movement and have at least 18" of well-ventilated air space below. Forbo floor coverings should not be installed over wooden subfloors built on sleepers over on or below grade concrete floors without first making sure that adequate precautions have been taken to ensure the structural integrity of the system, and to prevent moisture migration from the concrete slab. Concrete substrates should be prepared in accordance with the latest version of ASTM F 710, Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. Concrete shall have a minimum compressive strength of 3,000 psi. Patch and repair minor cracks and other imperfections using only the highest guality patching and leveling compounds in strict accordance to the manufacturer's recommendations for their use and application. Floor covering should not be installed over expansion joints. Suitable expansion joint covers should be used. It is essential that moisture tests be conducted on all concrete floors regardless of the age or grade level. Conduct calcium chloride tests in accordance with the latest version of ASTM F 1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride. Measure the internal relative humidity of the concrete slab in accordance with the latest version of ASTM F 2170, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes. One test of each type should be conducted for every 1,000 square feet of flooring (minimum of 3). The tests should be conducted around the perimeter of the room, at columns, and anywhere moisture may be evident. Concrete moisture vapor emissions must not exceed 8.0 lbs. per 1,000 square feet in 24 hours when using Forbo L 885 adhesive or Forbo Sustain 885m adhesive or 10.0 lbs. per 1,000 square feet in 24 hours when using Forbo Sustain 1195 adhesive. Concrete internal relative humidity must not exceed 85% when using Forbo L 885 adhesive or Forbo Sustain 885m adhesive or 95% when using Forbo Sustain 1195 adhesive. A diagram of the area showing the location and results of each test should be submitted to the Architect, General Contractor or End User. If the test results exceed these limitations, the installation must not proceed until the problem has been corrected.

Note: Moisture tests indicate conditions at the time of the test only. The absence of an acceptable vapor retarder under the slab, changes in the environment, or other circumstances beyond Forbo's control, may lead to adverse changes in the moisture condition of the concrete. Forbo's warranty shall not be extended to cover damage or failures caused by moisture conditions in excess of specified limits that occur after the time of initial testing or installation.

LOORING SYSTEMS

3.3 Adhesive:

Use Forbo L 885, Forbo Sustain 885m or Forbo Sustain 1195 adhesive. Use a 1/16" x 1/16" x 1/16" square notch trowel.

Spread Rate: Approximately 125 square feet/gallon.

3.4 Heat Welding (OPTIONAL):

Heat welding is not necessary for all installations, however it is optional. For seamless, hygienic watertight installation requirements, use Forbo Marmoweld welding rod. Welding rod dimensions: 4 mm; 165 linear feet per spool.

3.5 Flash Coving (OPTIONAL):

Flash cove up walls to the desired height. Use Forbo L 885 adhesive or Forbo Sustain 885m adhesive.

3.6 Installation Guidelines:

Refer to Forbo Flooring's Installation Guide for complete installation guidelines.

4. AVAILABILITY AND COST

Available through authorized Forbo Flooring suppliers throughout North America. Contact Forbo Flooring or an authorized supplier for cost information.

5. WARRANTY

Limited 5-year warranty. For complete details, contact Forbo Flooring.

6. CARE AND CLEANING

After installation is completed, allow a minimum of 5 days for the adhesive to properly bond and cure before conducting wet cleaning procedures. See Forbo Flooring's Floor Care Guide for additional information.

7. SUPPORT SERVICES

Submittal samples for verification and approval are available upon request from Forbo Flooring. Samples shall be submitted in compliance with the requirements of the Contract Documents. Please fax all sample requests to +570 450 0229 or visit our website at <u>www.forboflooringna.com</u>. Accepted and approved samples shall constitute the standard materials that represent materials installed in the project.

For current installation and floor care guidelines, guide specifications, and other technical information, visit our website at <u>www.forboflooringna.com</u>.



SPECIFICATIONS - PARADIGM

	:		
O o	CONSTRUCTION	Heterogeneous Sheet (Non-Phthalate Construction)	
	AVAILABLE SIZES	Available in 6' (1.83 m), 9' (2.75 m), 12' (3.66 m)	
×	WEAR LAYER THICKNESS	.020" (.51 mm)	
×	OVERALL THICKNESS	.080" (2.03 mm)	
٥	WEIGHT PER SQUARE YARD	4.7 lbs/yd² (2.79 kg/m²)	
0_	SQUARE YARD PER ROLL (MIN-MAX)	6': 30 - 50 sq. yds. (25.0 - 41.8 sq. m) 9': 30 - 75 sq. yds. (25.0 - 62.7 sq. m) 12': 30 - 100 sq. yds. (25.0 - 83.6 sq. m)	
	3RD PARTY CERTIFICATIONS	FloorScore, Industry wide 3rd party Type III EPD (Environmental Product Declaration)	
	WARRANTY	This product is backed by our Limited 10 Year Commercial Warranty and Limited 10 Year Quantum Guard® HP Wear Warranty	
	LEED	Mannington Commercial products may contribute to multiple LEED credits.	
USA.	US MANUFACTURING	Mannington is a fourth generation, family-owned company deeply committed to U.S. manufacturing. We make flooring in seven communities across the U.S., allowing us to provide the highest levels of service and quality in the industry, while supporting local economies and crafting quality, American-made products.	
PATTERN RE	PEAT	: 6' W x 3' L (applies to all styles)	
STATIC LOAD	D LIMIT	750 PSI	
SPECIFICATI	ON (ASTM F1303)	Type 1, Grade 1, Class B	
HUD/FHA RE	EQUIREMENTS	Exceeds	
AMERICANS GUIDELINES	WITH DISABILITIES ACT (ADAG)	Meets or exceeds ADA Guidelines	
COEFFICIEN	T OF FRICTION (COF)	: ≥ 0.5 Leather; 0.6 Rubber	
FLOORING R	ADIANT PANEL (ASTM E648)	≥ .45 watts/cm2, Passes (Class I)	
:	E CHAMBER (ASTM E662)	< 450. Passes	
	·····	Porous and Non-Porous Substrates V-88 8 lbs. MVER (ASTM F 1869) / 90% RH (ASTMF2170) Full Spread, Transitional Pressure Sensitive, High Moisture	
INSTALLATION ADHESIVE		Porous and Non-Porous Substrates XpressStep for Sheet Vinyl 8 lbs. MVER (ASTM F 1869) / 90% RH (ASTM F2170) Spray Full Coverage, High Moisture	
		Porous and Non-Porous Substrates V-95 3 lbs. MVER (ASTM F 1869) / 75% RH (ASTM F2170) Full Spread 2 part Epoxy	
•		Porous Substrates V-82 3 lbs. MVER (ASTM F 1869) / 75% RH (ASTM F2170) Full Spread	
		Note: Must use V-95 or XpressStep for Sheet adhesive under hospital beds and heavy rolling load areas. Use V-95 for areas where higher risk of topical moisture would be a concern.	
		Mannington Commercial Solid Weld Rods or MLG-33 Chemical Seam Sealer	
SEAM METH	OD	Mannington Seam Coater Pen for high traffic areas	
		Note: Heat welding is the recommended procedure for healthcare and high traffic applications.	
FLOW PATTE	ERN INSTALLATION	Flow pattern runs horizontally (cross direction) along the length of the sheet.	
 For complete s	pecifications, visit www.manningto		

For complete specifications, visit www.manningtoncommercial.com.







SPECIFICATIONS | REALITIES II

		ALITIES TI	
Ø.	CONSTRUCTION	Heterogeneous Sheet (Non-ortho Phthalate Construction)	
0	AVAILABLE SIZES	6', 9', and 12' (1.83 m / 2.75 m / 3.66 m)	
×	OVERALL THICKNESS	0.080 inches (2.03 mm)	
x	WEAR LAYER THICKNESS	0.020" (.51 mm)	
0_	SQUARE YARD PER ROLL (MIN-MAX)	6' - 30 - 50 sq. yds. (25.0 - 41.8 sq. m.) 9' - 30 - 75 sq. yds. (25.0 - 62.7 sq. m.) 12' - 30 - 100 sq. yds. (25.0 - 83.6 sq. m.)	
	3RD PARTY CERTIFICATIONS	FloorScore, Industry wide 3rd party Type III EPD (Environmental Product Declaration)	
10 	WARRANTY	This product is backed by our Limited 10 Year Commercial Warranty and Limited 10 Year Quantum Guard® Elite Wear Warranty.	
	QUANTUM GUARD® ELITE	A patent-pending technology, Quantum Guard Elite is engineered for ease of cleaning and provides industry-leading abrasion resistance, advanced stain resistance and excellent slip resistance.	
	LEED	Stain resistance and excellent slip resistance.	
	US MANUFACTURING	Mannington is a fourth generation, family-owned company deeply committed to U.S. manufac- turing. We make flooring in seven communities across the U.S., allowing us to provide the high- est levels of service and quality in the industry, while supporting local economies and crafting quality, American-made products.	
PATTER	N REPEAT	Please see www.manningtoncommercial.com for more information	
STATIC	LOAD LIMIT	750 PSI	
SPECIF	ICATION (ASTM F1303)	Type I, Grade 1, Class B	
HUD/FH	IA REQUIREMENTS	Exceeds	
•	CANS WITH DISABILITES IDELINES (ADAG)	Meets or exceeds ADA Guidelines	
COEFFIC	CIENT OF FRICTION (COF)	≥ 0.5 Leather; 0.6 Rubber	
FLOORI (ASTM	NG RADIANT PANEL E648)	≥ 0.45 watts/cm², Passes (Class 1)	
N.B.S. (ASTM	SMOKE CHAMBER E662)	< 450-Passes	
		Porous & Non-Porous Substrates – V-88 8 lbs. MVER (ASTM F 1869)/90% RH (ASTMF2170) Full Spread, Transitional Pressure Sensitive, High Moisture	
		Porous & Non-Porous Substrates - XpressStep for Sheet Vinyl 8 lbs. MVER (ASTM F 1869) / 90% RH (ASTM F2170) Spray Full Coverage, High Moisture	
INSTAL	LATION ADHESIVE	Porous & Non-Porous Substrates – V-95 3 lbs. MVER (ASTM F 1869)/75% RH (ASTM F2170) Full Spread 2 part Epoxy	
		Porous Substrates – V-82 3 lbs. MVER (ASTM F 1869)/75% RH (ASTM F2170) Full Spread Note: Must use V-95 or XpressStep for Sheet adhesive under hospital beds and heavy rolling load areas. Use V-95 for areas where higher risk of topical moisture would be a concern.	
SEAM M	IETHOD	Mannington Commercial Solid Weld Rods or MLG -33 Chemical Seam Sealer Mannington Seam Coater Pen for high traffic areas Note: Heat welding is the recommended procedure for healthcare and high traffic applications. Visit manningtoncommercial.com for weld rod information.	

Floor designs copyrighted by Mannington Mills, Inc 2014. For complete specifications, visit manningtoncommercial.com • Visual / Color variations can occur from roll to roll. This variation does not affect product performance











MARMOLEUM® COMPOSITION TILE (MCT) TECHNICAL DATA

1. PRODUCT NAME & MANUFACTURER

1.1 Product:

Fax:

Marmoleum® Composition Tile (MCT) linoleum tile resilient floor covering

1.2 Manufacturer:

Forbo Flooring Systems Humboldt Industrial Park Hazleton, PA 18202 www.forboflooringna.com Phone: +800 842 7839 +570 459 0771

+570 450 0258



1.3 Product Description:

Construction: Marmoleum[®] Composition Tile (MCT) is a homogeneous floor covering made from natural ingredients including linseed oil, rosin binders, wood flour, limestone and dry pigments which are mixed and then calendared onto a polyester backing to ensure optimum dimensional stability.

Topshield2[™] is a high performance finish. Its double UV cured double layer technology delivers extraordinary performance and clear and vibrant colors that remain over time.

Topshield2[™] creates a 'ready to use' Marmoleum® that requires no initial maintenance or polymer application. The surface can be repaired or refreshed in cases of accidents or after years of intensive use.

1.4 Physical Characteristics: (dimensions are approximate)

Size ------ Approx. 13.11" x 13.11" (33.3 cm x 33.3 cm) Gauge------0.080" (2.0 mm) Backing ------Polyester Packaging-----45 tiles (53.82 feet², 5 meters²)

2. PRODUCT PERFORMANCE & TECHNICAL DATA

2.1 Reference Specification:

Meets or exceeds all technical requirements as set forth in ASTM F 2195 Standard Specification for Linoleum Tile Flooring Type I

2.2 Environmental:

100% USDA Certified BioBased Product.

Compliant with CHPS 01350 requirements for VOC emissions and indoor air quality.

Contributes to the following LEED^{*} v4 credits: <u>Materials & Resources</u>

Credit 4, Option 1: See Forbo's LEED v4 sheet for additional information.

Credit 4, Option 2: Recycled Content (60% Pre-Consumer) Prerequisite 2: 100% Recyclable Packaging

Indoor Environmental Quality

Credit 2: Low-Emitting Materials (<u>www.chps.net</u>) Credit 2: Low-Emitting Materials (Adhesives comply with SCAQMD Rule #1168)

2.3 Static Load Limit:

1,500 pounds per square inch when tested in accordance with ASTM F 970-00, Standard Test Method for Static Load Limit.

2.4 Slip Resistance:

Meets or exceeds the industry recommendation of >0.5 for flat surfaces when tested in accordance with ASTM D 2047, Standard Test Method for Static Coefficient of Friction.

2.5 Castor Resistance:

Suitable for office chairs with castors when tested in accordance with EN 425, Castor Chair Test.

2.6 Impact Sound Reduction:

6db when tested in accordance with ISO 717-2, Impact Sound Insulation Test.

2.7 Resistance to Bacteria:

Provides a self-sanitizing quality in the form of a bactericidal effect. Independent testing has shown that a sterile zone around the material inhibits the growth of organisms such as staphylococcus aureas (Staph Infection), Clostridium Difficile (C. difficile) and Carbapenem-Resistant Enterobacteriaceae (CRE).

2.8 Anti-Static Properties:

Naturally anti-static. This property makes cleaning easier because dirt and dust does not cling to the surface as it may with other materials.

2.9 Dimensional Stability:

Due to the polyester back, providing a strong durable foundation, the product is dimensionally stable in all directions when properly installed. It resists cracking, drying, and peeling.

2.10 Fire Testing:

Class 1 when tested in accordance with ASTM E 648/NFPA 253, Standard Test Method for Critical Radiant Flux.

Meets 450 or less when tested in accordance with ASTM E 662/ NFPA 258, Standard Test Method for Smoke Density.

2.11 Cigarette Resistance:

Resists cigarette burns. Burning cigarettes will leave only a brown mark, which can be rubbed out using steel wool or a scouring pad.

2.12 Chemical Resistance: (Exposure Time One Hour)*

Diluted Acids – Sulfuric, Nitric, Hydrochloric, Acetic	,
Lactic, Citric	No Change
Isopropyl Alcohol (70%)	No Change
Sodium Hydroxide (5%)	Softening
Ammonia (5%), Acetone Possible Softer	ning/Staining
Phenol (5%)	No Change
Soda Solution, Soap Solution (Slightly Alkaline)	No Change
Gasoline, Kerosene, White Spirit, Paraffin	No Change
Benzene, Toluene, Methyl Alcohol, Ethyl Acetate	
Methyl Ethyl Ketone, Ether	No Change
Mineral Oil, Olive Oil, Vegetable Oil, Animal Fat	
Blood, Urine, Excrement	- No Change
Lipstick	No Change
Formaldehyde, Hydrogen Peroxide 3%	
Hot Chili Paste, Iodine, Betadine, Hair Dye	
Shoe Polish	
Silver Nitrate Staining/Possil	ole Softening
Bitumen, Salt Water	No Change
Methylene Blue	
Gel-Based Hand Sanitizer, Bleach	No Change
Tested in accordance with ASTM F 925, Standard T	est Method
Resistance to Chemicals of Resilient Flooring.	

*Marmoleum® Composition Tile (MCT) is NOT resistant to prolonged exposure to high alkalis.



creating better environments



3. INSTALLATION

3.1 Site Conditions:

The installation should not begin until the work of all other trades has been completed, especially overhead trades. Areas to receive flooring should be clean, fully enclosed and weathertight with the permanent HVAC must be fully operational, controlled and set at a minimum of 68° F (20° C) for a minimum of seven days prior to, during, and seven days after the installation. The flooring material (including adhesive and welding rod) should be conditioned in the same manner for a minimum of 48 hours prior to the installation. Areas to receive flooring shall be adequately lighted to allow for proper inspection of the substrate, installation and seaming of the flooring, and for final inspection.

3.2 Substrates:

Floors shall be sound, smooth, flat, permanently dry, clean, and free of all foreign materials including, but not limited to, dust, paint, grease, oils, solvents, curing and hardening compounds, sealers, asphalt and old adhesive residue. Wood floors should be double construction with a minimum total thickness of 1 inch. Wood floors must be rigid, free from movement and have at least 18" of well-ventilated air space below. Forbo floor coverings should not be installed over wooden subfloors built on sleepers over on or below grade concrete floors without first making sure that adequate precautions have been taken to ensure the structural integrity of the system, and to prevent moisture migration from the concrete slab. Concrete substrates should be prepared in accordance with the latest version of ASTM F 710, Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. Concrete shall have a minimum compressive strength of 3,000 psi. Patch and repair minor cracks and other imperfections using only the highest quality patching and leveling compounds in strict accordance to the manufacturer's recommendations for their use and application. Floor covering should not be installed over expansion joints. Suitable expansion joint covers should be used. It is essential that moisture tests be conducted on all concrete floors regardless of the age or grade level. Conduct calcium chloride tests in accordance with the latest version of ASTM F 1869, Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride. Measure the internal relative humidity of the concrete slab in accordance with the latest version of ASTM F 2170, Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes. One test of each type should be conducted for every 1,000 square feet of flooring (minimum of 3). The tests should be conducted around the perimeter of the room, at columns, and anywhere moisture may be evident. Concrete moisture vapor emissions must not exceed 5.0 lbs. per 1,000 square feet in 24 hours when using Forbo T 940 adhesive, 8.0 lbs. per 1,000 square feet in 24 hours when using Forbo Sustain 885m adhesive or 10.0 lbs. per 1,000 square feet in 24 hours when using Forbo Sustain 1195 adhesive. Concrete internal relative humidity must not exceed 75% when using Forbo T 940 adhesive, 85% when using Forbo Sustain 885m adhesive or 95% when using Sustain 1195 adhesive. A diagram of the area showing the location and results of each test should be submitted to the Architect, General Contractor or End User. If the test results exceed these limitations, the installation must not proceed until the problem has been corrected.

Note: Moisture tests indicate conditions at the time of the test only. The absence of an acceptable vapor retarder under the slab, changes in the environment, or other circumstances beyond Forbo's control, may lead to adverse changes in the moisture condition of the concrete. Forbo's warranty shall not be extended to cover damage or failures caused by moisture conditions in excess of specified limits that occur after the time of initial testing or installation.

3.3 Adhesive:

Use Forbo T 940, Forbo Sustain 885m or Forbo Sustain 1195 adhesives. Use a 1/16" x 1/16" x 1/16" square notch trowel.

Spread Rate: Approximately 125 square feet/gallon.

3.4 Heat Welding (OPTIONAL):

For seamless, hygienic watertight installation requirements, use Forbo Marmoweld welding rod. Welding rod dimensions: 4 mm; 165 linear feet per spool.

3.5 Installation Guidelines:

Refer to Forbo Flooring's Installation Guide for complete installation guidelines.

4. AVAILABILITY & COST

Available through authorized Forbo Flooring suppliers throughout North America. Contact Forbo Flooring or an authorized supplier for cost information.

5. WARRANTY

Limited 5-year warranty. For complete details, contact Forbo Flooring.

6. CARE & CLEANING

After installation is completed, allow a minimum of 5 days for the adhesive to properly bond and cure before conducting wet cleaning procedures. See Forbo Flooring's Floor Care Guide for additional information.

7. SUPPORT SERVICES

Submittal samples for verification and approval are available upon request from Forbo Flooring. Samples shall be submitted in compliance with the requirements of the Contract Documents. Please fax all sample requests to +570 450 0229 or visit our website at

<u>www.forboflooringna.com</u>. Accepted and approved samples shall constitute the standard materials that represent materials installed in the project.

For current installation and floor care guidelines, guide specifications, and other technical information, visit our website at <u>www.forboflooringna.com</u>.



ECIFIC	Bid #2018-13 Resilient Flooring	SPACIA	SPACIA LOCKSOLID		
Ø.	Construction	Luxury Vinyl Plank with bevelled edges	Luxury Vinyl Plank with locking technology		
	Available Sizes	4" x 36" (102 x 915 mm),	and bevelled edges 4" x 36" nominal		
×	Overall Thickness	7.25" x 48" (185 x 1220 mm) Xtra 0.096" (2.5 mm)	0.16" (4.0 mm)		
*	Pieces per Carton	wearlayer thickness: 20mil (0.5 mm) 27 pcs - 4" x 36"; 9 pcs - 7.25" x 48"	16 pcs		
*	Coverage per Carton	27 sg. ft. of 4" x 36"; 21.75 sg. ft. of 7.25" x 48"	14.5 sg. ft.		
			FloorScore		
	3rd Party Certification	FloorScore			
(ana)	LEED	Mannington Commercial products may contribute to			
QGHP	Quantum Guard® HP	The highest performance commercial urethane finisl oxide proprietary wearlayer eliminates the need for appearance retention and slip retardance when com 70% annual savings in maintenance costs.	polish, while enhancing durability, cleanability		
4	Rapidly Renewable Content	Contains 3% rapidly renewable resource content.			
3	LOOP®	Mannington's next closed-loop recycling program, w LVT into new LVT. This further extends our ability to reducing the environmental impact of our products. or call 800.241.2262 ext. 6211.	b keep post-consumer LVT out of landfills and Contact your local Mannington representative		
USA.	US Manufacturing	Mannington is a fourth generation, family-owned co manufacturing. We make flooring in eight communit highest levels of service and quality in the industry, quality, American-made products.	ies across the U.S., allowing us to provide the while supporting local economies and crafting		
WARRANTY 10 year	Warranty	This product is backed by our Limited 10 year Commercial Warranty and Limited 10 Year Quantum Guard® HP Wear Warranty.	This product is backed by our Limited 10 year Commercial Warranty, Limited 10 year No Gap Warranty, and Limited 10 Yea Quantum Guard® HP Wear Warranty.		
/5/	Xpress	When you really need it now. Our innovative delivery and hard surface products you need quickly and reli business days, Mannington's new Xpress program le	ably. With product available to ship within 5		
Vear Group	Classification (EN 685)	23/33/42			
brasion Re	sistance (EN 660)	Group T			
itatic Load	Limit (ASTM 970)	(Modified @1000 PSI): Pass			
	y/Smoke Emissions	Bfl-s1 Class1, < 450 (non-flaming mode)			
	1 ASTM E648, ASTM E662)				
-	ns (ASTM F-1700)	Class 3, Type B			
	y (ASTM F-1514)	Passes			
	o Heat (ASTM 1514)	Passes			
	nical Resistance (ASTM F-925)	Passes			
	nce (DIN 51130, EN 13893, ASTM C1028)	R9, Class DS, 0.5 (dry coefficient of friction), ADA co	ompliant Residual		
	entation (EN 434, ASTM F2199)	Passes			
-	ty (ISO 105-802, ASTM F1515)	< 6, Passes			
	Stability (EN 434, ASTM F2199)	Passes			
	e Chamber Test (ASTM-E-662)	< 450, Passes			
Curl (EN 434		Passes			
	N 435, ASTM f137) Resistance (EN 425)	Passes			
	c Performance (EN 1815, ISO 6356)	< 2kV	Passes		
Sound Redu					
	EN ISO 140-8/EN ISO 717-2)	4 dB			
	istance (EN 12664)	0.021 m2K/W (underfloor heating suitable)			
Thermal Conductivity (DIN 52612) NF-UPEC Classification		0.4 to 0.65 W/mK 3.0 to 4.5 BTU/in/ft2/°F			
		U4P3E2C2			
	ification No 326-001.1)	Bassas			
nstallation A	DPH Section 01350, D18t/AgBB, Afsset) Adhesive	Passes Amtico 373 / Full Spread Porous & Non-Porous Subfloor, Amtico PS - High Moisture Adhesive / Transitional Pressure Sensitive/ Full Spread Porous & Non-Porous Subfloor, Amtico Universal 2-Parts / Full Spread Non- Porous Subfloor, XpressStep Spray Adhesive / RH 90%, MVER 8, pH 11, XpressStep Premium Spray Adhesive / RH 93%, MVER 10, pH 12. Note: Must use Amtico Universal 2-Parts or XpressStep Adhesive under hospital beds and heavy rolling loads or where high performance is needed.	Spacia LockSolid utilizes a proprietary and patented locking system that does not require adhesive. Whisper 3N1 Underlayment is optional for all grades: above, on, and below. Whisper 3N1 Underlayment should not be used in heavy rolling load areas.		







ST. JOHNS COUNTY SCHOOL DISTRICT Sebastian Administrative Annex Purchasing Department 3015 Lewis Speedway, Unit 5 St. Augustine, Florida 32084 Telephone (904) 547-8941 FAX (904) 547-8945 Patrick Snodgrass, CPSM Director of Purchasing

March 14, 2018

TO ALL VENDORS:

The purpose of this letter is to serve as ADDENDUM #1 Bid #2018-13 Resilient Flooring

The following is a list of questions that were asked along with the responses:

1. <u>Question</u>: Am I allowed to ask you questions about the bid that is due on March 28th?

Answer: Yes. As stated in the bid specifications all questions and inquiries must be submitted via email no later than March 13, 2018, 12:00 PM. All questions will answered via posting to DemandStar website no later than March 14, 2018, 5:00 PM

2. **Question:** "Or Equal" If a subcontractor submits a product they say is equal, how will the "equal" be qualified? There are at least 15 different 20mil products out there with claims of having aggregate in their finish. They are very limited in color and do not have qualified warranties.

<u>Answer:</u> If an alternate product ("or equal") is proposed, it is the Bidder's responsibility to submit literature and detailed specifications of the alternate product with their bid. The District shall be the sold judge in the exercise of its discretion for determining whether the alternate product is equal and acceptable.

3. **Question:** moisture mitigation has been a big issue for St Johns in most of the schools. Would you want to request a clear number on how much that will cost or request pricing on Quickstix? If mannington does not win bid, there is another manufacturer called Envirostix that has similar properties. <u>Answer:</u> The bid states awarded vendors must perform moisture tests recommended by manufacturer preceding installation. Proceed with installation only after substrates pass testing. Moisture mitigation, if required, shall be performed according to manufacturer's specifications.

The bid provides for hourly labor rate for other work and percentage markup over cost for materials for other work.

4. **<u>Question</u>**: Would it be possible to list Mannington Spacia as base bid and have equals submitted as "Alternates to base bid"? They could then be evaluated by the board as comparison to what you are currently using.

Answer: No.

5. <u>Question:</u> Were you able to review the previous email I had sent you about the LVT and Moisture?

Answer: Yes, your question has been included in this addendum with a response.

Thank you for your continued participation in the bid process.

Sincerely,

Path Andyon

Patrick Snodgrass Director of Purchasing