

#### **INVITATION TO NEGOTIATE**

School District of Lee County
Department of Procurement Services
(239) 337-8180 Phone

Release Date: February 14, 2018

ITN No.: N187316LN

ITN Title: CABINET SERVICES

Contact: Lorie Nein LorieLN@leeschools.net

This proposal must be submitted to The School District of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than <u>2:00 p.m. local time on March 8, 2018</u> and plainly marked ITN No. N187316LN CABINET SERVICES. Proposals are due and will be opened at this time.

MANDATORY Proposers Site Visit Conference will be held February 20, 2018 at 9:30 AM EST at Gulf Elementary School, 3400 SW 17<sup>th</sup> Place, Cape Coral, FL 33914. All Proposers must attend this conference. Only those Proposers attending the mandatory proposer's site visit conference will be eligible to submit a proposal.

REQUIRED SUBMITTAL CHECKLIST  For each item below initial that forms are accurately completed, signed by an officer of the business, and returned with the proposal.			
(Attachment A) Proposal Response Form (Attachment B) Reference Form (Attachment C) Insurance Requirements Form (Attachment D) Addenda Acknowledgement Form and copies of each addenda (Attachment E) Debarment Form (Attachment F) Drug Free Workplace Form (Attachment G) Public Entities Crime Form must be notarized (Attachment H) Corporate Overview, Experience and Key Personnel (Attachment I) Guarantee/Warranty	(Attachment J) Sealed Proposal Label Copy of current State of Florida General Contractors License Statement of Bond Capacity Business history, resources and experience (Section 7) One (1) manually signed proposal, six (6) copies, and an electronic version in PDF format on flash drive as required herein. Evidence of office within 100 miles of the District's Maintenance Department Evidence of business operation for 3 years. (SunBiz webpage)		
Proposer Business Name:  Proposer Taxpayer Identification Number:  Address:			
Telephone: Email			
Name of Owner or Authorized Officer/Agent:	Title:		
Additional Contact Name:	Email Address:		
Signature of Owner or Authorized Officer/Agent:  (Proposal must be signed by an officer or employee having authority to legally bind the Proposer)  Date:  Anti-Collusion Statement/Public Domain: I, the Proposer, have not divulged, discussed, or compared this proposal with any other Proposer/firm/individual and have not colluded with any other Proposer/firm/individual in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.  Proposal Certification: By my signature, I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this Required Submittal Checklist, I further certify complete and unconditional acceptance of the contents inclusive of this Invitation to Negotiate, and all appendices and the contents of any addenda released hereto.			
NO RESPONSE – I hereby submit a "N	IO RESPONSE" for the following reason(s):		
Insufficient time to respond	Addendum received too late to respond		
Specifications were unclear or restrictive	Could not meet insurance requirements		
We do not offer the product/service Could not meet bonding requirements			
Could not meet specifications	Could not meet bonding requirements Other:		

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#### GENERAL CONDITIONS

Proposer: to ensure acceptance of the proposal follow these instructions.

- 1. Sealed Proposal Requirements: The "Invitation to Negotiate" sheet must be completed, signed, and returned with each proposal. Proposers must submit one original, manually signed proposal signed by a representative authorized to legally bind the Proposer to the provisions herein; additional copies as required in the detailed specifications; one electronic version on flash drive identical to the original in PDF format; and all attachments and forms completed as required herein. Additional proposal submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Proposers must use the form(s) furnished by the District. Proposals received that fail to comply with these submittal requirements may not be 8. considered for award.
- 2. **Definitions:** For the purpose of this Invitation to Negotiate (ITN), the following words and phrases shall have these meaning:
  - a) "District" shall mean The School District of Lee County, Florida.
  - b) "Proposer" shall mean any person, firm or corporation who submits a proposal pursuant to this ITN.
- "Contractor" shall mean the successful proposer(s), whether a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
- Proposer's Responsibility: It is the responsibility of the Proposer to obtain all pages of the ITN package and all attachments thereto, together with any addenda to the ITN package that may be issued prior to the ITN due date. Proposers are required, before submitting a proposal, to obtain and carefully examine the ITN specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Proposer will in no way relieve them of any of the obligations and responsibilities which are a part of this proposal.
- Proposal Submittal: All proposals shall be typewritten or filled in with pen and ink. Proposals having erasure or corrections must be initialed by the Proposer in ink. All 10. **Delivery of Proposal:** One proposal clearly marked "Original", proposals must be signed in ink by an officer or employee having authority to legally bind the Proposer. All proposal pricing shall be on the response form provided herein and signed by an authorized officer of the company. By signing, Proposer attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed proposal must be submitted in a sealed envelope.
- **Specification Precedence:** If a conflict exists between the general conditions and the detailed specifications, then the detailed specifications shall prevail.
- 7. Public Entity Crime: Pursuant to Florida Statute 287.133, a person or affiliate who has been placed on the convicted Contractor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded

- or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Contractor list.
- Proposers shall complete and submit with their Proposal the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement, provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
- Specification Variances: For purpose of evaluation, the Proposer shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the proposal, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
- **Requests for Clarifications:** Any and all questions regarding this ITN, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the ITN due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITN documents. No correction or clarification of any ambiguity, inconsistency or error in the ITN terms, conditions or specifications will be made to any Proposer orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Proposers are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITN documents. If a Proposer should be of the opinion that the meaning of any part of the proposal specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
- copies as required herein and an electronic version on flash drive identical to the original in a useable Microsoft Word or Excel format, of response must be furnished and arrive no later than 2:00 PM., local time, on or before the due date specified on the cover sheet of this ITN, to be considered. Proposals shall be organized and shall include necessary information as to be in full compliance with the ITN specifications. The District reserves the right to reject and not consider any proposal that is not submitted in accordance with the ITN general conditions, specifications or ITN submittal requirements. The response shall be submitted in a sealed envelope addressed to The School District of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, FL 33966-1012.
  - a) If a proposal is delivered in person, Proposer must follow the District's security access procedures as follows: park in visitor's parking area; enter building through front

- door; present proposal to Procurement Department representative for official date/time stamping.
- b) Proposals received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this ITN.
- 11. Proposal Opening: Proposal openings shall be public at the date and time stated in the ITN at the Department of Procurement Services of The School District of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
- 12. **Proposals Received Late:** It is the Proposers responsibility to assure that the proposal is received by the Department of Procurement Services prior to the opening date and time specified. Any proposal received after the opening date and time shall not be considered for award. The District will not be responsible for proposals received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
- 13. Processing Time: It is understood that the normal proposal processing time shall be 120 days after the opening date of this ITN, and that prices reflected by the proposal will be firm through the proposal processing time and the delivery of items awarded.
- 14. Original and Renewal Term: The award resulting from this ITN shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new proposals are taken and awarded. The award resulting from renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the District. The Proposer agrees to these conditions by signing its proposal.
- 15. **Lobbying:** From the time that a formal solicitation is released until such time as an award is made by the School Board, Contractors are prohibited from lobbying School Board 19. Proposal Evaluation and Award: Proposals shall be Members, District employees, or any community member appointed to serve on the relevant selection committee, regarding the formal solicitation. All inquiries must be written and directed to the Department of Procurement Services.
  - (a) 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 School Board Members, District employees, or any community member appointed to serve on the relevant selection committee, on the award of a contract. Lobbying by any respondent or any individual on behalf of a Contractor will result in rejections/disqualification of said response.
  - (b) Violation of the provision regarding lobbying may also result in debarment of the Contractor as provided in Policy 6.071.
- 16. Prompt Payment Discount: Cash discount for prompt payment of invoices, if offered, shall not be considered in

- evaluating proposals and making awards. Cash discount terms, if offered in the proposal, must be clearly indicated on each invoice.
- 17. Brands: Proposers shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or Contractor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Proposer's responsibility to submit, with the proposal, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Proposals received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of proposals submitted. Once an item is awarded from this proposal to a Proposer, no substitution of brands shall be permitted. If a Proposer does not indicate what he is offering in the proper blank and if the Proposer is successful in being awarded the item(s) then the Proposer shall be obligated to furnish the item(s) specified by the District.
- this ITN (or any portion thereof) has the option of being 18. Warranty/Guarantee: All materials and/or services furnished under this proposal shall be warranted by the Contractor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall During the guarantee or warranty period, the Contractor must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Contractor shall make any such repairs and/or replacements immediately upon receiving notice from the District.
  - reviewed in accordance with the ITN specifications and conditions and the best interest of the District. The District reserves the right to accept or reject any or all proposals in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new proposals, and/or consider alternate proposals which meet the general specifications set forth. Proposals which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the District. The District reserves the right to award proposals on such products and/or services it deems will best serve the District's best interest from the standpoint of price, quality, and suitability for the intended purpose and any other determining factors.
    - Proposals will be evaluated, scored and ranked based on the written responses to the proposal grading criteria specified herein. Based on the rankings, one or more firms may be selected to commence negotiations.

The District reserves the right to create, and select proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations.

- b) The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers.
- The District reserves the right to negotiate individually or collectively with the top ranked firms, and to evaluate, score and rank Proposers who enter into final contract negotiations, based on the grading criteria specified herein. Proposers invited to negotiate shall make available at each and every negotiation their representatives with the responsibility and authority to legally commit the Proposer to final terms and conditions. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation.
- d) After final evaluation, ranking, and/or negotiation of one or more proposals, a tabulation of the responses with intent to award shall be posted for review by interested parties at the office of the Department of Procurement Services and shall remain posted for a period of no less than three (3) days. This information shall also be posted on School District of Lee County's website http://www.leeschools.net/procurement.
- e) A recommendation for award will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject proposals.
- 20. Notification of Award/Purchase Orders: approval to award a contract, participating Proposers, successful and unsuccessful, shall be notified of the award configuration in writing by the Department of Procurement Services. Proposers who are awarded a contract resulting from this ITN are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Department of Procurement Services. Notification of Award is not to be construed as authorization to provide goods or services.
- 21. Contract Documents: The submission of a proposal constitutes an offer by the Proposer. Upon Board approval the Department of Procurement Services will issue a letter of award. This ITN, any addenda to this ITN, the submitted proposal, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Proposer and the District. If a specific contract document is requested by the District, it shall be included with the above mentioned items as part of the contract agreement. Each proposal is received with the understanding that an acceptance in writing by the District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Proposer and the District. This 24. Substitutions: Should a particular product become contract shall bind the Proposer to furnish and deliver the services and materials quoted, at the prices stated and in

- accordance with the terms conditions of said accepted proposal. It is agreed that the Proposer will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the District and any sureties.
- 22. **General Information about the District:** The District and its School Board of Lee County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
  - a) The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools. Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
  - The School District of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel and the Village of Estero. The District's enrollment is approximately 90,000 pre-k-12 students. approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is the largest employer in Lee County.
- Upon Board 23. Price Adjustments: The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
  - a) The volatility is due to causes wholly beyond the Contractor's control
  - b) The volatility affects the marketplace or industry, not just the particular Contractor's source of supply
  - The effect on pricing or availability of supply is substantial
  - The volatility so affects the Contractor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Procurement Services within twenty four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.

unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Contractor may propose a substitute product to the District. The Contractor shall provide specifications for the proposed substitute product, or if requested by the District, a sample of the proposed substitute. Contractor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame the original awarded product unavailable. Whether a substitute is necessary and whether the proposed substitute is acceptable are solely within the discretion of the District.

- 25. Contractor Performance: The Contractor shall provide competent, suitable, qualified personnel to perform any project required by the ITN. The Contractor shall at all times maintain good discipline and order while on District property. Contractor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.
  - a) When on District property, the Contractor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
  - b) The Contractor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
  - c) The Contractor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Contractors employees shall refrain from using foul, abusive, or profane language on District property.
  - d) Upon arrival and departure onto any District school campus, the Contractor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
  - e) The Contractor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the District. Contractor's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on District property; or be under the influence of any illegal drug or alcoholic beverage while on District property.
  - f) When on District property, the Contractor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of

- District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property, and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by the District.
- The Contractor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Contractor.
- j) The Contractor shall be responsible for all damages caused by the Contractor, its subcontractors and employees of each, and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Contractor to condition at least equal to that existing at the time of Contractor's commencement of any project.
- I) Contractor acknowledges that work may be performed at a particular project site where the District simultaneously is conducting and continuing its operations upon the same site. In such event, Contractor shall coordinate its work so as to cause no unreasonable interference with or disruption to the District's operations. The District may perform other work related to any particular project at the site by the District's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Contractor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Contractor is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Contractor shall take all actions necessary and required to immediately restore such utilities service. If Contractor fails to take such immediate actions the District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the District as a result thereof shall be reimbursed to the District by Contractor within five (5) business days of written demand for same from the District.
- n) Contractor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Contractor's responsibility to protect from damage or

loss all material and equipment to be incorporated into any project which may be stored off the project site. Contractor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of the District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify the District in writing.

- When requested, Contractor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to the District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
  - All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
  - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
  - iii. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
  - All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
  - v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

26. <u>Inspection, Identification and Acceptance</u>: Contractors shall be responsible for delivery of items in new condition meeting specification at point of destination. Contractors shall file with the carrier all claims for breakage, imperfections and

- other losses. If the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
- 27. <u>Bid Bonds:</u> Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful proposers.
- 28. **Performance Bonds**: When required and after acceptance of a proposal, the District will notify the successful proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 29. Worker's Compensation: Contractors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Contractor shall require subcontractors similarly to provide Workers' Compensation Insurance.
- 30. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITN are violated by the Contractor, the Superintendent or designee will give written notice to the Contractor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Contractor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the District if:
  - Contractor is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;
  - b) Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
  - c) Contractor has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
  - d) Contractor has been engaging in business operations in Cuba or Syria.
- 31. <u>Default:</u> In the event that the awarded Proposer should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
- 32. <u>Liability:</u> Where Contractors are required to enter or go onto District property to deliver materials, perform work or

- provide services as a result of a proposal award, the awarded Contractor assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and 38. **Confidentiality:** Proposers shall be aware that all submittals shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
- 33. Indemnity: This General Condition of the ITN is NOT subject to negotiation and any proposal that fails to accept these conditions will be rejected as "non-responsive", unless Contractor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the District, its agents or employees in performance of the duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the District to be sued by third parties in any matter arising out of any contract. Contractor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor's limit of, or lack of, sufficient insurance protection.
- 34. <u>Taxes:</u> The District is exempt from any Taxes. State Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
- 35. Occupational Safety Hazards Act Requirements: The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Proposer.
- 36. **Drug Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drugfree workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
- 37. Ethics: All awarded Contractors shall comply with the 112, Florida Statutes, rules promulgated by the Florida

- Commission of Ethics, and District Purchasing and Bidding
- provided with a proposal are subject to public disclosure and will **not** be afforded confidentiality with the exception of financial statements.
- 39. Use of Other Contracts: The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The District also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
- District. Nothing herein shall be construed as consent by the 40. Authority to Piggyback: The School District of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The District is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
- Certificate certified on request. State Sales Tax Exemption 41. Invoicing and Payment: Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School District of Lee County Procurement Department.
  - a) The Contractor will provide two copies of the original invoice to The School District of Lee County, Financial Accounting Department, located at 2855 Colonial Blvd, Fort Myers, FL 33966-1012.
  - All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
  - The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program as necessary.
- requirements of law regarding ethics as set forth in Chapter 42. Liquidated Damages Recovery: Contractor agrees to the use of Liquidated Damages Recovery in the event the Contractor fails to perform in accordance with contract provisions. On

- any occasion where the Contractor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Contractor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Contractor.
- 43. Contact Information: The Contractor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Contractor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
- 44. <u>Bid Protest:</u> All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School District of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 45. <u>Maintaining Public Records:</u> Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the District shall:
  - a) Keep and maintain public records required by the District to perform the service.
  - b) Upon request from the District's custodian of public records, provide the 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 the Chapter 119, 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 District.
  - d) Upon completion of the contract, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District's custodian of

- public records, in a format that is compatible with the information technology systems of the District
- 46. Contractor Background Screening Requirements: Contractor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Contractor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Contractor providing any services on campus while students are present. The Contractor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its employees. Contractor will provide the District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Contractor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Contractor agrees that in the event the Contractor or any employee who the Contractor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Contractor will notify the District within 48 hours of such.
  - a) The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Contractor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph of the Florida Statutes.
  - b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Contractor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Contractors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Contractors to be fingerprinted in every District in which they provide services.
  - c) Contractor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Department of Professional Standards and Equity at 239-337-8331.
  - d) Any costs associated with obtaining District badges through the Department of Professional Standards and

Equity shall be the sole responsibility of the Contractor.

47. Contractor Process for Fingerprinting: Upon award, Contractor is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: (a) Prior to the start of work on any District site, all construction Contractors and other Contractors including but not limited to construction manager, company owners, architects, engineers, specialty Contractors, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a District site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks. (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the Contractor or a subcontractor, to a District construction site or any District property it is the responsibility of the Contractor to follow the requirements of this policy.

Contractor Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School District's website: http://www.leeschools.net/vendor-fingerprinting-faq.

Contractors who will never be present on a school district campus are not required to be fingerprinted.

Effective May 12, 2014, fingerprinting services for
Contractors with the School District of Lee County will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services. Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <a href="http://www.fieldprintflorida.com">http://www.fieldprintflorida.com</a>.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.

# DETAILED SPECIFICATIONS ITN No. N187316LN Cabinet Services

 Overview: Sealed proposals for Cabinet Services will be received from eligible proposers at the School District of Lee County (hereinafter "The District"), <u>Department of Procurement Services</u>, 2855 Colonial Blvd, Fort Myers, FL 33966, until <u>March 8, 2018 at 2:00 PM local time</u>. Project scope is to secure firm prices for <u>Cabinet Services</u> for various locations throughout the District on an as needed basis. <u>Proposers may submit a response for one, some</u> or all services.

The project scope of this invitation to negotiate entails fabrication only and/or fabrication with installation services for cabinets, on an as needed basis and/or as identified by the District designated representative for facilities throughout the District. The projects may include, but are not limited to: manufacturing of cabinets, countertops, and/or back-splashes with installation; relocation or installation of existing plumbing, gas fixtures, and/or electrical connections; installation of cabinetry accessories; and drywall installation and/or repairs. The Proposer shall have familiarization with cabinet variations that exist within school districts. For instance, the Proposer shall be familiar with ADA cabinetry requirements and have knowledge of dimension differences that may exist with cabinets between multiple school grade levels. The Proposer shall select products that conform to District specifications and any questions and/or additional information required shall be requested in writing. The attached drawings provide examples of wall assemblies and cabinet bases used at one of the schools.

- Exhibit 1 School District of Lee County Delivery Locations
- Exhibit 2 School District of Lee County Cabinet Quality Specifications
- Exhibit 3 Examples of Wall Assemblies and Cabinet Bases

The District reserves the right to add or delete locations at its discretion at any time throughout the term of this ITN. Any additional equipment/facility added during the term of this agreement will be handled in accordance with the conditions and prices of this agreement.

The awarded Proposer(s), hereinafter Contactor(s), shall field verify each project prior to providing an estimate. Proposer shall submit their warranty for labor policy and materials. The use of subcontractors shall not be permitted without prior written approval by the Director of Maintenance Services and/or by the District's designated representative. The Contractor and any approved subcontractor is responsible for obtaining proper badging that conforms with District badging requirements.

Interested parties must register with the Department of Procurement Services by contacting Procurement Agent Lorie Nein at LorieLN@leeschools.net and provide the responding Proposer's name, primary point of contact for this Proposal, phone number, and e-mail address.

All proposals submitted shall be on the Proposal Response Form, Attachment A, included in the specifications, a copy of which may be reviewed or obtained at the Department of Procurement Services or by downloading from Lee County School District, Procurement Services' website at: <a href="http://www.leeschools.net/procurement">http://www.leeschools.net/procurement</a>

The District does not discriminate based on race, color, religion, sex, age, sexual orientation, national or ethnic origin, marital status, pregnancy, disability if otherwise qualified, or any other unlawful factor.

 Mandatory Proposers Site Visit Conference: A MANDATORY Proposer's site visit conference, to be conducted at Gulf Elementary School, 3400 SW 17th Place, Cape Coral, FL 33914, will be held February 20, 2018 at 9:30 AM EST.
 Proposers must attend the site visit conference. Only those Proposers that attend the site visit will be eligible to submit a proposal.

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The purpose of the Mandatory Proposers' Site Visit Conference is to allow prospective Proposers to evaluate the existing cabinets, view a site and bring forth questions, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate information to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to The District. Questions submitted will be answered via addenda. All questions shall be submitted in accordance with Section 5, Questions about the ITN. Any information given, by any party, at the Mandatory Proposers' Site Visit Conference is not binding on the District. Only the information provided in the ITN or via written addenda shall be considered by Proposers.

- **3.** Estimated Dollar Value: The District estimates expenditures will be \$2,000,000.00 per year. No guarantee of the dollar amount or quantity of this ITN is expressed or implied.
- 4. **Requirements:** The following requirements are necessary for proposals to be considered for evaluation.
  - a) Proposer shall be a licensed general contractor and shall submit a current copy of the State of Florida General Contractors license with the response.
  - b) Proposer shall submit a letter from a surety company that shows bond capacity in the amount of \$300,000.00.
  - c) Proposer shall include evidence of conducting business for at least three (3) years. Submit with the proposal a copy of Contractor's business license or copy of SunBiz webpage illustrating compliance with this criteria.
  - d) Proposer shall have demonstrated past successful experience in accomplishment of specified services for accounts similar in size and scope. All such services shall be verifiable.
  - e) Proposer shall confirm that they have adequate organization, facilities, equipment and qualified personnel to ensure prompt and efficient service to the District in support of this contract.
  - f) Proposer's shall provide evidence that they have a business service location within 100 miles of the District Maintenance Services Department, 3308 Canal Street, Fort Myers Florida, 33916.
- 5. **Questions About the ITN:** Any questions concerning the Invitation to Negotiate shall be directed in writing to:

The School District of Lee County
Department of Procurement Services
Lorie Nein, Procurement Agent
2855 Colonial Blvd., Fort Myers, FL 33966
Via fax at (239) 337-8200 or
LorieLN@LeeSchools.net

All questions must be received no later than **March 1, 2018 at 2:00 PM.** Any and all written questions received will be compiled and official responses will be developed by appropriate District employees. The compilation of written questions and official responses will be issued by the Department of Procurement Services in the form of addenda and placed on the District's website <a href="http://www.leeschools.net/procurement">http://www.leeschools.net/procurement</a>. Proposer shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form.

Copies of addenda will be made available for inspection at the District's Department of Procurement Services where proposal documents will be kept on file.

No verbal or written information which is obtained other than by information in this document or by addendum to this ITN will be binding on the District.

6. Contract Term: The District anticipates awarding a contract for three (3) years commencing upon Board approval or until new proposals are taken and awarded. The contract (or any portion thereof) has the option of being renewed for three (3) additional one (1) year periods, for a total duration not to exceed six (6) years, upon mutual agreement of both parties, under the same terms and conditions. The District, through its Department of Procurement Services, will, if considering renewal, request a letter of intent to renew from each awardee, prior to

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the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the District. The Proposer agrees to this condition by signing its proposal.

- 7. Orders and Payment: All orders will be placed directly to the Contractor by the District and/or by other authorized personnel via a blanket purchase order. No stipulation will be accepted for minimum or maximum orders. The District utilizes an ePayables Program through the MASTERCARD network. Accordingly, Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the District. The District reserves the right to revise this program as necessary.
- **Bonding Requirements/Bonding Capacity:** Submit a letter from a surety company to include the following:
  - Confirmation the surety is licensed to do business in the State of Florida.
  - b) Confirmation the Respondent has the bonding capacity for the estimated total project cost of between \$300,000.00 and \$1 million.
  - State the Respondent's total bonding capacity. c)

#### 9. Estimated Timeline

February 14, 2018	Release of ITN No. N187316LN
February 20, 2018	MANDATORY SITE VISIT- Gulf Elementary School, 3400 SW 17th Place, Cape Coral, FL 33914 will be held at 9:30 AM EST
March 1, 2018	Written questions due in the Department of Procurement Services by 2:00 PM, local time
March 8, 2018	Proposals due on or before 2:00 PM EST local time Department of Procurement Services 2855 Colonial Blvd. Fort Myers, Florida 33966-1012
March, 2018	Evaluation Committee reviews proposals
March, 2018	Optional interviews, schedule at the District's discretion
April, 2018	School Board Action

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Proposers. Response to inquiries regarding the status of a proposal will not be made prior to the posting of award recommendation.

- 10. Proposal Submittal Information to be Included in the Proposal: In order to maintain comparability and facilitate the review process, it is required that proposals be organized in the manner specified below. Include all information requested herein in the proposal. All responses to the ITN shall be submitted in an 8 ½" x 11", edgebound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section. Contents shall be in conformance with requested criteria. Include one (1) original, manually signed proposal, six (6) copies, and an electronic version on a flash drive identical to the original. If the District provides Attachments to be completed by proposers, the Attachments shall be completed in a usable Word or Excel format. An electronic copy, on a flash drive, of the completed Attachment A in Excel Format shall be submitted with the proposal. (e.g. with no locked cells; Adobe PDF of Attachment A is not acceptable.) Failure to comply with proposal submittal requirements may be grounds for proposal rejection, in whole or in part.
  - a. <u>Table of Contents:</u> Include a clear identification of the material by section and by page number.

- **b.** <u>Title Page:</u> Include ITN number, subject, the name of the proposer, address, telephone number, email address and the date.
- **c.** <u>Letter of Transmittal:</u> Proposer shall include the following information in the letter of transmittal:
  - i. Names of the persons who will be authorized to make representations for the proposer, their titles, addresses, email addresses and telephone numbers. Indicate if the Proposer is a firm or individual.
  - ii. Indicate any and all variances from the ITN specifications, terms and/or conditions regardless of how slight. If no variations are stated, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions of the ITN.
- **d.** Required Submittal Checklist: Proposer shall complete and submit the ITN Required Submittal Checklist coversheet (page 1 of the ITN) with all required information completed and all signatures (blue ink preferred on original) as specified. Any modifications or alterations to this form shall not be accepted and may cause proposal to be rejected.
- e. <u>Key Personnel:</u> Proposer shall identify an Account Representative/Manager or key personnel who shall be assigned to the District. Describe the experience of the individual(s) that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products. Include resume(s) for proposed key personnel.
- f. Attachment A Proposal Response Form (Pricing): Submit proposed hourly labor rates. Pricing shall include all materials, and equipment (beyond what is provided by the District) required to perform the installation/maintenance according to the specification. Pricing shall be all inclusive. For example, pricing shall include all required insurance, licenses, and bonds; overhead; profit; vehicles; and labor per hour and supervision. Pricing for labor provided in Proposer's response shall be inclusive of all labor regardless of day of week/time of day work is performed. For medium to large scale projects it is anticipated that Contractors will be required to work outside of normal school hours. School hours vary by site. The District reserves the right, at its sole discretion, to furnish equipment and materials for any and all jobs or work performed pursuant to this contract.
- g. Attachment B Reference Form: Proposer shall submit a minimum of three (3) references for commercial/institutional customers for whom the Proposer has performed similar services as those requested in this ITN, and which have been performed within the last five (5) years. References that show experience with K-12 organizations are preferred.
- h. <u>Attachment C Insurance Requirements Form:</u> Proposer shall respond to the District insurance requirements.
- i. <u>Attachment D Addenda Acknowledgement Form:</u> Proposer shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the proposal to be considered.
- j. <u>Attachment E Debarment Form:</u> Certification regarding debarment, suspension, ineligibility and voluntary exclusion lower tier covered transactions.
- k. <u>Attachment F Drug Free Workplace Certification:</u> Proposer shall complete form with all required information and all signatures as specified. The enclosed for Drug Free Workplace Form must be signed and returned.
- Attachment G Public Entity Crimes Form: Sworn statement under section 287.133(3), (a), Florida Statutes, Public Entity Crimes, signed and notarized.

- **f.** Attachment H Corporate Overview, Experience and Key Personnel: Proposer shall complete the form with all the required information.
  - a. <u>Corporate Overview</u>: provide the location of the office from which services are to be performed; the number of employees; indicate the number of years the business has been in operation; disclose under what other or former name(s) the Proposer is currently operating or has operated; provide a statement of any litigation or regulatory action that has been filed against the Proposer, any affiliates, and/or subcontractors in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against the Proposer, provide a statement to that effect.
  - b. <u>Corporate Experience</u>: Proposer shall describe experience providing services similar in size, scope and complexity to those requested in the ITN.
  - c. <u>Key Personnel:</u> Proposer shall identify key personnel who shall be assigned to the District. Describe the experience of the individual(s) that demonstrate their knowledge, skills, and ability to support the District in achieving the stated goals and delivering quality work products, and years of service and experience. List the names of personnel who currently hold a Universal Vendor Badge for Florida School Districts, or who hold current District contractor badges.
- **g.** Attachment I Guarantee/Warranty: Proposer shall complete the form with all required information and all signature as specified.
- h. <u>Attachment J Proposal Mailing Label:</u> Accurately completed and adhered to sealed proposal.
- 11. Evaluation of Proposals Evaluation Criteria: Proposals shall be scored using the following evaluation criteria.

EVALUATION CRITERIA	MAXIMUM POINTS
Pricing	35
License	30
Experience	25
Submittal (completeness, correctness, and clarity)	10
TOTAL POSSIBLE POINTS	100

Based on the scores Proposers will be ranked and one or more Proposers may be selected to commence negotiations. The District reserves the right to create, and select proposers from a "short list" in order to enter into final contract negotiations with one or more Proposers, with the intent of awarding a contract and producing terms and conditions to reflect the outcome of the negotiations. Proposers are cautioned to present their best offer with their proposal as the District may select a proposal for award without further negotiation. The District reserves the right to conduct optional interviews/presentations with none, some or all Proposers. The following criteria will be used to evaluate presentations and/or interviews of one or more "short listed" Proposers.

EVALUATION CRITERIA	MAXIMUM POINTS
Best and Final Offer (if applicable)	25
On-site Team	20
Project Approach	25
Best Value to the District	20
Safety and Litigation Records	10
TOTAL POSSIBLE POINTS	100

#### 12. Scope of Work

The Maintenance Services Department or their designee will contact the successful Contractor(s) to schedule projects as needed. Scheduling and all work shall be performed in coordination with the Maintenance Services Department Director or their designee. Proposer shall provide written "not to exceed" estimates on all projects except on emergencies. These estimates shall include the estimated number of hours and number of calendar days required for project completion. Proposer shall acknowledge requests for estimates for non-emergency work within two (2) business days and provide written estimates within three (3) business days of notifications. It shall be the Contractor's responsibility to ensure they have all information to prepare accurate estimates.

- a. All services shall be in accordance with these specifications, directions of the District and the best standard practices of the industry. Workmanship shall be of the highest quality.
- b. Contractor(s) shall provide at their expense and include in the base contract price the cost of all labor, tools, equipment and necessary for the job completion. All trip charges, mileage, overtime, vehicle charges and travel time are to be included in the estimates, and shall not be invoiced separately to the District.
- c. Contractor(s) shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all tools, apparatus and property of every description used in connection therewith. <u>Variations on the specifications or quoted documents shall not be permitted without the knowledge of the District Representative and confirmation by written amendment or change order.</u>
- d. Contractor(s) shall provide skilled workers familiar with and trained to do the type of work required in the specifications, and shall be qualified to operate or use any and all equipment needed to accomplish the work. Contractor(s) shall thoroughly examine and be familiar with all the specifications, the site conditions and make such investigations to enable them to fully understand the facilities, difficulties and restrictions attending the execution of the work.
- e. Contractor(s) is responsible for providing any and all equipment and tools needed to complete the installations. All equipment and tools shall be maintained by trained and qualified personnel who are directly employed and supervised by the Proposer. Proposer shall have read and fully understood the manufacturer's literature, specifications, data, and instructions for all products to be utilized.
- f. Job site electric and water in a reasonable amount may be furnished to the Proposer by the District at no cost when feasible.
- g. Contractor shall verify that work area is free of interference and that conditions are acceptable for the installation of cabinets in accordance with industry standard recommendations, District directives and specifications.
- h. Work shall not commence until conditions are satisfactory. During installation, all work areas must be maintained in an organized and orderly manner that is safe for employees, students and/or staff members.
- i. Any debris, non-salvageable materials and/or other materials that will not be retained by the District shall become the property of the Contractor and removed as specified.
- j. Depending on project scope, the Proposer shall provide applicable drawings and schedules for approval by the District designated representatives.

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#### 13. COORDINATION:

The District's designated representative for this contract is the Director of Maintenance Services. The Director, or a designee, shall represent the District as the primary point of contact with whom the awarded Contactor(s) shall coordinate all projects, contracts, and financial activities. All work resulting from this proposal shall be coordinated with the Director of Maintenance Services (or designee), to provide thorough and consistent scheduling and work flow throughout this contract. All scheduling is to be submitted in advance before work is to start. Contractor(s) shall not accept any work directives other than those issued through the District's representative.

- a. Contractor(s) shall designate one or more employees to fulfill the following roles on the contract:
  - 1) Field Supervisor(s): a person or persons with sufficient skill and experience to properly supervise, guide, and manage an experienced team of the appropriate size to perform the work. The Field Supervisor shall be thoroughly knowledgeable of all specifications and other contract documents and have the authority to act in the Proposer(s) behalf. The Field Supervisor shall be responsible for the supervision and direction of the work performed by their employees. The Field Supervisor shall review all work to be accomplished with the District to preclude misunderstandings.
- b. All employees of the Contractor shall be considered, to be at all times, the sole employees of the Proposer, under his/her sole direction and not an employee or agent of the District. The Contractor shall supply competent and physically capable employees.
- c. The Contractor shall notify the District immediately upon discovery of any new problematic issues. The District will be the sole determiner if action is required or necessary. If during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from the District's authorized representative.
- d. Before performing any work to be completed beyond normal working hours defined in this ITN, Contractor must obtain proper authorization from the District.
- e. The District, their respective representatives, agents and employees and governmental agencies with jurisdiction over the project shall have access at all times to the work, whether the work is being performed on or off of the project site, for their observation, inspection and testing. Proposer shall provide proper, safe conditions for such access.
- f. Upon receipt of award and notice to proceed (i.e., purchase orders), the project/work shall continue uninterrupted and expediently proceed with vigorous prosecution until completion of all work specified (with the exception of inclement weather conditions).
- g. In the event of any situation where the awarded Contractor cannot complete the work and/or provide the needed service/materials within the time frame required, the District reserves the right to purchase the service from a competing supplier and/or use other Contractors without breaching this contract.
- h. All work shall be performed in accordance with the quality standards defined in Exhibit 2.

# 14. **SAFETY**:

Project shall at all times be properly supervised and adequately manned by an experienced team of appropriate size. The Contractor shall have a Field Supervisor on the work site at all times and shall be responsible for the supervision and direction of the work performed by their employees.

- a. Workers shall be qualified to operate and/or use the equipment necessary to accomplish this work.
- b. Precautions shall be exercised at all times for the protection of persons (including employees) and property. Contractor must take all necessary precautions to protect District property from possible damage and shall at all time guard against such damage or loss. Any damage caused by the Contractor (i.e. damage to buildings, utilities, etc.) shall be reported by the Contractor immediately to the District no later than the next business day.
- c. Contractor shall maintain a safe, clean work area. Site shall be left in good condition and free of any debris or trash each day. Area shall be kept as neat, clean, and orderly as possible. Use of District dumpsters is prohibited.
- d. No material and/or equipment shall be stored on site without prior approval from the District. The Contractor shall be responsible for the protection of their equipment while on District property. Tools and materials should be under supervision at all times. The District assumes no stated or implied responsibility for Contractor property.
- e. The cost of repair or replacement for any damages to the Contractor's materials and/or equipment shall be borne by the Contractor.
- f. Contractor(s) shall prohibit their employees from disturbing District property that is not within the employees' scope of responsibility. All employees of the Contractor shall be mentally and physically competent to perform the services required. The Contractor shall enforce strict discipline and good order among their employees at all times.
- g. The Contractor is required to be familiar with and comply with all federal, state and local laws, codes, rules and regulations. All work shall conform to all laws, ordinances, codes, rules and regulations including state, local and federal, and the Contractor shall be responsible for the compliance and/or supply of licenses, bonds, and insurance. Services shall comply with all governing codes and regulations and shall meet or exceed the accepted standards of the industry. No statement within this proposal request shall negate compliance with any applicable governing regulation.
- h. The Contractor shall be responsible for instructing their employees in all safety measures. All equipment used by the Contractor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including; but not limited to, the following rules:
- i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
- j. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
- k. The Contractor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.

- I. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
- m. All debris shall be removed to an environmentally approved landfill or recycling center.
- n. Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- o. The District reserves the right to stop all work in progress if proper precautions are not taken. The District also may stop all work in progress if it appears to be unsatisfactory.

# 15. <u>INSPECTIONS:</u>

Contractor shall thoroughly examine and be familiar with all the specifications. The District shall review with the Contractor, all work accomplished as to preclude any misunderstandings as to the extent and quality and/or quantity of the work. Contractor shall provide the District designee with timely notice of readiness of the work for all required inspections or approvals.

- a. ALL services performed shall be subject to physical inspections and approval by District personnel for Contractor compliance and satisfaction prior to acceptance of services rendered. The Contractor or authorized representatives shall be available upon request for these joint inspections.
- b. If deficiencies or unsatisfactory services are noted, The District's designee shall notify the Contractor of the specific deficiencies. The Contractor must rectify these deficiencies by 5:00 p.m. of the next working day, weather permitting. Unsatisfactory services, as determined by The District, not corrected after notification may result in immediate notice of cancellation of the contract.
- **c.** After the installation, the Contractor, in conjunction with the District designated representative, will perform a walk-through/final inspection of all work performed. Any punch-out items, identified during the walk-through, shall be completed by the Proposer in the time period provided by the District designated representative.

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# **EXHIBIT 1 – SCHOOL DISTRICT OF LEE COUNTY DELIVERY LOCATIONS**

Adult and Career Education	Allen Park Elementary	Bayshore Elementary	
2855 Colonial Blvd	3345 Canelo Drive	17050 Williams Road	
		North Fort Myers, FL 33917	
Tort Wyers, 12 33300		North Fort Wyers, FE 33917	
Bonita Springs Elementary	Bonita Springs Middle Center for the	Buckingham Exceptional Center	
10701 Dean Street S. E.	Arts	3291 Buckingham Road	
Bonita Springs, FL 34135	10141 West Terry Street	Fort Myers, FL 33905	
	Bonita Springs, FL 34135	•	
Caloosa Elementary	Caloosa Middle	Cape Coral High	
620 South Del Prado Blvd	610 South Del Prado Blvd	2300 Santa Barbra Blvd	
Cape Coral, FL 33990	Cape Coral, FL 33990	Cape Coral, FL 33991	
Cape Coral Technical College	Cape Elementary	Challenger Middle	
360 Santa Barbara Blvd.	4519 Vincennes Blvd	624 Trafalgar Parkway	
Cape Coral, FL 33993	Cape Coral, FL 33904	Cape Coral, FL 33991	
Colonial Elementary	Cypress Lake High	Cypress Lake Middle	
3800 Schoolhouse Road East	6750 Panther Lane	8901 Cypress Lake Drive	
Fort Myers, FL 33916	Fort Myers, FL 33919	Fort Myers, FL 33919	
8: 1	B: 1	Dr. Carrie D. Robinson Littleton	
Diplomat Elementary	Diplomat Middle	Elementary	
1115 N.E. 16th Terrace	1039 N.E. 16th Terrace	700 Hutto Road	
Cape Coral, FL 33909	Cape Coral, FL 33909	N. Fort Myers, FL 33903	
Dunbar Community School	Dunbar High	Early Childhood Learning Services	
1857 High Street	3800 E. Edison Avenue	3650 Michigan Ave., Suite 4	
Fort Myers, FL 33916	Fort Myers, FL 33916	Fort Myers, FL 33916	
10111114113,1233310		Edison Park Creative and	
East Lee County High	Edgewood Elementary	Expressive Arts School	
715 Thomas Sherwin Avenue	3464 Edgewood Avenue	2401 Euclid Avenue	
Lehigh Acres, FL 33974	Fort Myers, FL 33916	Fort Myers, FL 33901	
Estero High	Fort Myers Beach Elementary	Fort Myers High	
21900 River Ranch Road	2751 Oak Street	2635 Cortez Blvd.	
Estero, 33928	Fort Myers Beach, FL 33931	Fort Myers, FL 33901	
Fort Myers Technical College	Fort Myers Middle Academy	Franklin Park Elementary	
3800 Michigan Avenue	3050 Central Avenue	2323 Ford Street	
Fort Myers, FL 33916	Fort Myers, FL 33901	Fort Myers, FL 33916	
G. Weaver Hipps Elementary	Gateway Elementary	Gulf Elementary	
1200 Homestead Rd. N.	13280 Griffin Drive	3400 S.W. 17th Place	
Lehigh Acres, FL 33936	Fort Myers, FL 33913	Cape Coral, FL 33914	
Gulf Middle	Hancock Creek Elementary	Harns Marsh Elementary	
1809 S.W. 36th Terrace	1601 Skyline Drive	1800 Unice Avenue N.	
Cape Coral, FL 33614	N. Fort Myers, FL 33903	Lehigh Acres, FL 33971	
Harns Marsh Middle	Hector A. Cafferata, Jr. Elem.	Heights Elementary	
1820 Unice Avenue N.	250 Santa Barbara Blvd.	15200 Alexandria Court	
Lehigh Acres, FL 33971	Cape Coral, FL 33993	Fort Myers, FL 33908	
Ida S. Baker High	Island Coast High	J. Colin English Elementary	
3500 Agualinda Blvd	2125 De Navarra Pkwy	120 Pine Island Road	
Cape Coral, FL 33914	Cape Coral, FL 33909	North Fort Myers, FL 33903	
James Stephens Int'l Academy	Lehigh Acres Middle	Lehigh Elementary	
1333 Marsh Avenue	104 Arthur Ave	200 Schoolside Drive	
Fort Myers, FL 33905	Lehigh Acres, FL 33936	Lehigh Acres, FL 33936	

Lehigh Senior High	Lexington Middle	Manatee Elementary
901 Gunnery Road	16351 Summerlin Road	5301 Tice Street
Lehigh Acres, FL 33971	Fort Myers, FL 33908	Fort Myers, FL 33905
Mariner High	Mariner Middle	Mirror Lakes Elementary
701 Chiquita Blvd	425 Chiquita Blvd	525 Charwood Avenue S.
Cape Coral, FL 33993	Cape Coral, FL 33993	
•	Cape Coral, FL 33993	Lehigh Acres, FL 33936
North Fort Myers Academy for the	North Fort Myers High	Oak Hammock Middle
Arts	5000 Orange Grove Road	5321 Tice Street
1856 Arts Way	N. Ft. Myers, FL 33903	Fort Myers, FL 33905
N. Ft. Myers, FL 33917	Once a contract of the contract	Detriet Flamenten
Orange River Elementary	Orangewood Elementary	Patriot Elementary
4501 Underwood Drive	4001 De Leon Street	711 S.W. 18th Street
Fort Myers, FL 33905	Fort Myers, FL 33901	Cape Coral, FL 33991
Paul Laurence Dunbar Middle	Pelican Elementary	Pine Island Elementary
4750 Winkler Ave. Ext.	3525 S.W. 3 <sup>rd</sup> Ave.	5360 Ridgewood Drive
Fort Myers, FL 33966	Cape Coral, FL 33914	Bokeelia, FL 33922
Pinewoods Elementary	Ray V. Pottorf Elementary	Rayma C. Page Elementary
11900 Stoneybrook Golf Drive	4600 Challenger Blvd	17000 S. Tamiami Trail
Estero, FL 33928	Fort Myers, FL 33912	Fort Myers, FL 33908
Riverdale High	River Hall Elementary	Royal Palm Exceptional Center
2600 Buckingham Road	2800 River Hall Parkway	3050 Indian Street
Fort Myers, FL 33905	Alva, FL 33920	Fort Myers, FL 33916
San Carlos Park Elementary	Skyline Elementary	South Fort Myers High
17282 Lee Road	620 S.W. 19th Street	14020 Plantation Road
Fort Myers, 33967	Cape Coral, FL 33991	Fort Myers, FL 33912
Spring Creek Elementary	Sunshine Elementary	Support Services Annex
25571 Elementary Way	601 Sara Avenue	3308 Canal Street
Bonita Springs, FL 34135	Lehigh Acres, FL 33971	Fort Myers, FL 33916
Tanglewood Elementary	The Alva School	The Sanibel School
1620 Manchester Blvd	17500 Church Avenue	3840 Sanibel-Captiva Road
Fort Myers, FL 33919	Alva, FL 33920	Sanibel, FL 33957
Three Oaks Elementary	Three Oaks Middle	· · · · · · · · · · · · · · · · · · ·
19600 Cypress View Drive	18500 Three Oaks Pkwy.	Tice Elementary 4524 Tice Street
1	-	Fort Myers, FL 33905
Fort Myers, FL 33967	Fort Myers, FL 33912	
Tortuga Preserve Elementary	Trafalgar Elementary 1850 S.W. 20th Avenue	Trafalgar Middle
1711 Gunnery Road N.		2120 Trafalgar Pkwy
Lehigh Acres, FL 33971	Cape Coral, FL 33991	Cape Coral, FL 33991
Treeline Elementary	Tropic Isles Elementary	Varsity Lakes Middle
10900 Treeline Avenue	5145 Orange Grove Blvd.	801 Gunnery Road
Fort Myers, FL 33913	North Fort Myers, FL 33903	Lehigh Acres, FL 33971
Veterans Park Acad for the Arts	Villas Elementary	Lee Co. Public Education Center
49 Homestead Road S.	8385 Beacon Blvd.	2855 Colonial Blvd.
Lehigh Acres, FL 33936	Fort Myers, FL 33907	Fort Myers, FL 33966
District Warehouse Operations	Vince Smith Center	Lee Adolescent Mothers Program
3308 Canal Street	2450 Prince Street	(LAMP)
Fort Myers, FL 33916-6594	Fort Myers, FL 33916	3650 Michigan Ave. Suite 2
	1011199613, 11 33310	Fort Myers, FL 33916
Student Assignment	SW Florida Public Service Academy	Transportation Central
Lehigh Acres Office	4312 Michigan Avenue	3234 Canal Street
1262 Wings Way Suite 207	Fort Myers, FL 33905	Fort Myers, FL 33916
Lehigh Acres, FL 33936		

Transportation East 3291 Buckingham Road Fort Myers, FL 33905	Transportation Leonard 301 Leonard Blvd. Lehigh Acres, FL 33971	Transportation South 14701 Ben C. Pratt Six Mile Cypress Parkway Fort Myers, FL 33912
Transportation West	PACE Center for Girls of Lee County	AMI Kids Southwest Florida
450 N.W. 14th Avenue	3800 Evans Avenue	1190 Main Street
Cape Coral, FL 33909	ape Coral, FL 33909 Fort Myers, FL 33901	
SW Florida Detention Center	Success Academy	Bonita Springs High School
2525 Ortiz Avenue	3650 Michigan Avenue	25592 Imperial Parkway
Fort Myers, FL 33906	Fort Myers, FL 33916	Bonita Springs, FL 34135

# Lee County Charter Schools: Updated October 2016

Acceleration Middle School	Bonita Springs Charter School	Cape Coral Charter School	
3365 Seminole Avenue	25380 Bernwood Drive	76 Mid Cape Terrace	
Fort Myers, FL 33916-1429	Bonita Springs, FL 34135	Cape Coral, FL 33990	
Edison Collegiate High School	Christa McAuliffe Charter	City of Palms Charter High	
8099 College Parkway	Elementary	2830 Winkler Avenue, Ste. 201	
Fort Myers, FL 33919	2817 SW 3rd Lane	Fort Myers, FL 33916	
, , , , , , , , , , , , , , , , , , , ,	Cape Coral, FL 33991	, , , , , , , , , , , , , , , , , , , ,	
Coronado High School	Donna J. Beasley Technical Academy	Florida SouthWestern Collegiate	
3057 Cleveland Avenue	13830 Jetport Commerce Parkway,	High School-Lee	
Fort Myers, FL 33901	Suite No. 6	8099 College Parkway	
, , , , , , , , , , , , , , , , , , , ,	Fort Myers, FL 33913-7726	Fort Myers, FL 33919-5566	
Gateway Charter Elementary	Gateway Charter Intermediate	Gateway Charter High	
12850 Commonwealth Drive	12770 Gateway Boulevard	12770 Gateway Blvd	
Fort Myers, FL 33913	Fort Myers, FL 33913-8654	Fort Myers, FL 33913	
Goodwill LIFE Academy	Harlem Heights Community Charter	Island Park High School	
5100 Tice Street, Suite D	15570 Hagie Drive	16520 S. Tamiami Trail, Suite	
Fort Myers, FL 33905-5203	Fort Myers, FL 33908	190Fort Myers, FL 33908-5349	
The Island School	North Nicholas High School	Northern Palms Charter High	
P.O. Box 1090 135 1st Street W. Boca	428 SW Pine Island Road	13251 North Cleveland Avenue	
Grande, FL 33921-1090	Cape Coral, FL 33991-1916	North Fort Myers, FL 33903	
Oak Creek Charter School of Bonita	Oasis Charter Elementary	Oasis Charter Middle School	
Springs	3415 Oasis Blvd,	3507 Oasis Blvd.	
28011 Performance Lane	Cape Coral, FL 33914	Cape Coral, FL 33914	
Bonita Springs, FL 34135			
Oasis Charter High School	Palm Acres Charter High School	Pivot Charter School	
3519 Oasis Blvd.	507 Sunshine Boulevard North	2675 Winkler Ave. Extension	
Cape Coral, FL 33914	Lehigh Acres, FL 33971	Suite 200	
		Fort Myers, FL 33901	
Six Mile Charter Academy	Unity Charter School of Cape Coral	Unity Charter School of Fort	
6851 Lancer Avenue	2107 Santa Barbara Boulevard	Myers	
Fort Myers, FL 33912	Cape Coral, FL 33991	4740 South Cleveland Avenue	
		Fort Myers, FL 33907-1311	
PACE Center for Girls of Lee Co	AMI Kids Southwest Florida	SW Florida Detention Center	
3760 Schoolhouse Rd W.	1190 Main Street	2525 Ortiz Avenue	
Fort Myers, FL 33916	Fort Myers, FL 33931	Fort Myers, FL 33906	
SWFL Public Service Academy			
4312 Michigan Avenue			
Fort Myers, FL 33905			

# Exhibit 2 The School District of Lee County Cabinet Specifications



# STATE REQUIREMENTS FOR EDUCATIONAL FACILITIES

#### Part 1 WOOD

Structural wood, casework and cabinets shall meet the following minimum casualty safety and sanitation requirements for structural members, framing, benches, tables, etc.

- (a) **Fire Retardant Treated Wood (FRTW)**. Permanent educational facilities shall be free of fire-retardant treated wood, or appropriate safety measures, such as paint and preservatives, shall have been taken to protect the wood from deterioration, and FRTW and fasteners shall be free of corrosion and deterioration.
- (b) **Structural Members**. Wood columns, beams, joists, trusses, heavy timer construction and other structural members shall be maintained in a safe condition and free from hazards, including loose fastenings, wood rot, chips, splits, cracks and wood-destroying insects.
- (c) **Handrails and Ramps**. Miscellaneous blocking; trim; handrails; guardrails; boardwalks; relocatable platforms, ramps and steps, stage and gymnasium flooring; casework; cabinets and paneling, where provided, shall be maintained in a safe condition and free from hazards, including loose fastenings, wood rot, chips, splits, cracks and wood destroying insects.
- (d) **Chemical Treatment**. Wood in contact with concrete or masonry, or within eight inches of soil shall be protected against decay and termites by chemical treatment, termite shields, etc.
- (e) **Built-Ins and Casework**. Built-ins and casework, including plastic laminates, where provided, shall be free of sharp corners, splinters or any construction feature, such as protruding hardware, that would be hazardous to occupants and users.

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# WOOD, PLASTICS, AND COMPOSITES / INTERIOR ARCHITECTURAL WOODWORK

#### **GENERAL**

#### 1.1 SUMMARY

- A. This section includes the following:
  - 1. Plastic-laminate cabinets.
  - 2. Plastic-laminate countertops.
  - 3. Storage shelving.

#### 1.2 RELATED SECTIONS:

- A. Related sections include the following:
  - 1. Section 122350 "Laboratory Equipment and Accessories" for epoxy countertops and sinks, chemical resistant plastic laminate, laboratory plumbing and gas fixtures.

#### 1.3 DEFINITIONS

A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

# 1.4 SUBMITTALS

- A. Product Data: For high-pressure decorative laminate, adhesive for bonding plastic laminate, and cabinet hardware and accessories.
- B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.
  - 1. Show locations and sizes of furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.
  - 2. Show locations and sizes of cutouts and holes for plumbing fixtures, faucets, and other items installed in architectural woodwork.
  - 3. Apply WI-certified compliance label to the first page of Shop Drawings.
- C. Samples for Initial Selection:
  - 1. Manufacturer's full range of plastic laminates.
  - 2. Manufacturer's full range of PVC edge material.
  - 3. Manufacturer's full range of solid-surfacing materials.
- D. Product Certificates: For each type of product, signed by product manufacturer.
- E. Woodwork Quality Standard Compliance Certificates: AWI Quality Certification Program certificates and/or WI-certified compliance certificates.
- F. Qualification Data: For fabricator.

#### 1.5 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance. Shop is a certified participant in AWI's Quality Certification Program and/or is a licensee of WI's Certified Compliance Program.
- B. Installer Qualifications: Fabricator of products and certified participant in AWI's Quality Certification Program and/or Licensee of WI's Certified Compliance Program.
- C. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.
  - 1. Provide AWI Quality Certification Program labels and certificates indicating that woodwork, including installation, complies with requirements of grades specified OR
  - 2. Provide WI-certified compliance labels and certificates indicating that woodwork, including installation, complies with requirements of grades specified.

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- D. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
  - 1. Build mockup of millwork items in typical Classroom as shown on Drawing E10/A1.4.33.
    - a. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless such deviations are specifically approved by Architect and/or School District of Lee County designated representative in writing.
    - b. Approved mockups may become part of the completed work if undisturbed at time of Substantial Completion.

# 1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in the "Project Conditions" Article.

#### 1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.
- B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
  - 1. Located concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.
  - 2. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish dimension and proceed with fabricating woodwork without field measurements. Provide allowance for trimming at site, and coordinate construction to ensure that actual dimensions correspond to established dimension.

# 1.8 COORDINATION

A. Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

# Part 2 PRODUCTS

#### 2.1 MATERIALS

- A. General: Provide materials that comply with requirements of AWI's and/or WI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.
- B. Wood Products: Comply with the following: (all wood cabinet boxes to be 3/4" plywood core)
  - 1. Hardboard: AHA A135.4.
  - 2. Medium-Density Fiberboard: ANSI A208.2, Grade MD, made with binder containing no urea formaldehyde. (For large storage cabinet doors only.)
  - 3. Softwood Plywood: DOC PS 1.
  - 4. Hardwood Plywood: HPVA HP-1, made with adhesive containing no urea formaldehyde.
- C. High-Pressure Decorative Laminate: NEMA LD 3 or as required by woodwork quality standard.
  - 1. Manufacturer: Subject to compliance with requirements, provide high-pressure decorative laminates by one of the following:
    - a. Formica Corporation.
    - b. Wilsonart.

# 2.2 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets, except for items specified in Division 8.
- B. Cabinet Hardware and Accessory Schedule: Cabinet hardware and accessory schedule is listed below. Equivalent cabinet hardware and accessories to be approved by Architect and/or School District of Lee County designated representative.

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1. Hardware Set No. 1: For each ¾ inch thick door leaf:

a.	1 Pair Hinges	Stanley	1591 size 1
		Blum	75T 1790B
b.	1 Pull	Stanley	4483 1/2
c.	1 Catch	Stanley	41
d.	1 Lock (if required by design)	Olympus Lock, Inc.	DCN1

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2. Hardware Set No. 2 for 1-3/8 inch thick door leaf.

a. 1-1/2 Pair Hinges
b. 1 Pull
c. 1 Catch
d. 1 Lock (if required by design)
Stanley
Olympus Lock, Inc.
DCN4

3. Hardware Set No. 3: For each drawer.

a. 1 Set Slides
 b. 1 Pull
 K&V
 Stanley
 8400 (100 pound)
 4483 ½

c. 1 Lock (if required by design) Olympus Lock, Inc. DCN1

4. Hardware Set No. 4: For adjusting shelves in casework:

a. Standardsb. SupportsK&VK&VZ55K&V

5. Hardware Set No. 5: For adjusting shelves, wall mounted:

a. Standardsb. SupportsK&VK&V185

6. Hardware Set No. 6: Keyboard trays where required by design.

a. Tray K&V 5710

7. Hardware Set No. 7: Grommets where required by design:

a. Grommets 3-inch diameter plastic inserts

8. Hardware Set No. 8: Closet rods where required by design:

a. Rod Stanley 1900 series (zinc plated)

9. Hardware Set No. 9: Countertop supports where required by design:

Support Bracket The Gambas Co. Size and mounting style as

required by design (white

peal)

C. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

1. Satin Chromium Plated: BHMA 626 for brass or bronze base or BHMA 652 for steel base.

# 2.3 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content. Pressure treat all items.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrousmetal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.
- C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.
- D. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  - 1. Wood Glues: 30 g/L.
  - 2. Contact Adhesive: 250 g/L.
- E. Adhesive for Bonding Plastic Laminate: Contact cement.
  - 1. Adhesive for Bonding Edges: Hot-melt adhesive or adhesive specified above for faces.

#### 2.4 FABRICATION, GENERAL

- A. Interior Woodwork Grade: Unless otherwise indicated, provide Custom-grade interior woodwork complying with referenced quality standard.
- B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.
- C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:
  - 1. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members 3/4-Inch Thick or Less: 1/16 inch.
  - 2. Edges of Rails and Similar Members More Than 3/4-Inch Thick: 1/8 inch.
  - 3. Corners of Cabinets and Edges of Solid-Wood (Lumber) Members and Rails: 1/16 inch.
- D. Complete fabrication, including assembly, finishing, and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
  - 1. Notify Architect and/or School District of Lee County designated representative seven days in advance of the dates and times woodwork fabrication will be complete.

- Trail fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted
  connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as
  intended and check measurements of assemblies against field measurements indicated on Shop Drawings before
  disassembling for shipment.
- E. Shop-cut openings to maximum extent possible to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
  - 1. Seal edges of openings in countertops with a coat of varnish.

# 2.5 PLASTIC-LAMINATE CABINETS

- A. Grade: Custom.
- B. AWI Type of Cabinet Construction: Reveal overlay.
- C. Reveal Dimension: As indicated.
- D. Laminate Cladding for Exposed Surfaces: High-pressure decorative laminate complying with the following requirements:
  - 1. Horizontal Surfaces Other Than Tops: Grade HGS.
  - 2. Vertical Surfaces: Grade HGS.
  - 3. Edges: Grade HGS.
- E. Materials for Semi-exposed Surfaces:
  - 1. Surfaces Other Than Drawer Bodies: High-pressure decorative laminate, cabinet liner standard grade (CLS).
    - a. Edges of Plastic-Laminate Shelves: PVC tape, 0.018-inch minimum thickness, matching laminate in color, pattern, and finish.
    - b. For semi-exposed backs of panels with exposed plastic-laminate surfaces, provide surface of high-pressure decorative laminate. Grade CLS.
  - 2. Drawer Sides and Backs: Grade CLS.
  - 3. Drawer Bottoms: Grade CLS.
- F. Concealed Backs of Panels with Exposed Plastic Laminate Surfaces: High-pressure decorative laminate, Grade BKL.
- G. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
  - 1. As selected by Architect and/or School District of Lee County designated representative from laminate manufacturer's full range in the following categories:
    - a. Solid colors.
    - b. Wood grains.
    - c. Patterns.
- H. Provide dust panels of 1/4-inch plywood or tempered hardboard above compartments and drawers, unless located directly under tops.

# 2.6 PLASTIC-LAMINATE, QUARTZ, AND GRANITE COUNTERTOPS

- A. Grade: Custom.
- B. High-Pressure Decorative Laminate Grade: HGS.
- C. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
  - 1. As selected by Architect and/or School District of Lee County designated representative from manufacturer's full range in the following categories:
    - a. Solid colors.
    - b. Wood grains.
    - c. Patterns.
- D. Edge Treatment: Same as laminate cladding on horizontal surfaces.
- E. Core Material: 3/4-inch plywood.
- F. Core Material at Sinks: Marine-grade plywood.
- G. Backer Sheet: Provide plastic-laminate backer sheet, Grade BKL, on underside of countertop substrate.

# 2.7 CHEMICAL-RESISTANT LAMINATE COUNTERTOPS

A. Reference Section 123350 "Laboratory Equipment and Accessories".

# 2.8 EPOXY RESIN COUNTERTOPS

A. Reference Section 123350 "Laboratory Equipment and Accessories".

# 2.9 SOLID-SURFACE-MATERIAL COUNTERTOPS

- A. Solid Surface Material: Homogeneous solid sheets of filled plastic resin complying with ANSI SS1.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Avonite Surfaces.
    - b. E. I. du Pont de Nemours and Company.
    - c. Formica Corporation.
    - d. Wilsonart International.
  - 2. Type: Provide Standard Type unless Special Purpose Type is indicated.
  - 3. Integral Sink Bowls: Comply with ISSFA-2 and ANSI Z124.3, Type 5 or Type 6, without a pre-coated finish.
- B. Colors and Patterns: As selected by Architect and/or School District of Lee County designated representative from manufacturer's full range.
- C. Configuration: Provide countertops with the following front and backsplash style:
  - 1. Front: Straight, slightly eased at top.
  - 2. Backsplash: Straight, slightly eased at corner.
- D. Countertops: 3/4-inch thick, solid surface material.
- E. Backsplashes: 3/4-inch thick, solid surface material.
- F. Fabrication: Fabricate tops in one piece with shop-applied edges and backsplashes unless otherwise indicated. Comply with solid-surface-material manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
  - 1. Fabricate with loose backsplashes for field assembly.
  - 2. Install integral sink bowls in countertops in the shop.

# 2.10 CLOSET AND UTILITY SHELVING

- A. Grade: Custom.
- B. Shelf Material: 3/4-inch plastic laminate clad medium-density fiberboard.

#### Part 3 EXECUTION

# 3.1 PREPARATION

- A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.
- B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and back-priming.

# 3.2 INSTALLATION

- A. Grade: Install woodwork to comply with referenced quality standard for the grade specified.
- B. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.
- C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.
- D. Scribe and cut woodwork to fit adjoining work, seal cut surfaces, and repair damaged finish at cuts.
- E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation.
- F. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces to greatest extent possible. Do not use less than 96 inches long, except where shorter single-length pieces are necessary. Stagger joints in adjacent and related members.
  - 1. Fill gaps, if any, between top of base and wall.

# 3.3 INSTALLATION OF CABINET

- A. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
  - 1. Install cabinets with no more than 1/8 inch and in 96-inch sag, bow, or other variation from a straight line.
  - 2. Fasten wall cabinets through back, near top and bottom, at ends and not more than 16 inches o.c. with No. 10 waferhead sheet metal screws through metal backing or metal framing behind wall finish.

#### 3.4 INSTALLATION OF COUNTERTOP

- A. Countertops: Anchor securely by screwing through corner blocks of base cabinets or other supports into underside of countertop.
  - 1. Install countertops with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.

- 2. Secure backsplashes to tops with concealed metal brackets at 16 inches o.c. and to walls with adhesive.
- 3. Caulk space between backsplash and wall with sealant specified in Division 7 Section "Joint Sealants".

# 3.5 INSTALLATION OF EPOXY COUNTERTOPS

- A. Comply with installation requirements in SEFA 2.3. Abut top and edge surfaces in one true plane with flush hairline joints and with internal supports placed to prevent deflection. Locate joints only where shown on Shop Drawings.
- B. Field Jointing: Where possible, make in same manner as shop-made joints using dowels, splines, fasteners, adhesives, and sealant recommended by manufacturer. Prepare edges in shop for field-made joints.

#### C. Fastening:

- 1. Secure epoxy countertops to cabinets with epoxy cement, applied at each corner and along perimeter edges at not more than 48 inches o.c.
- 2. Where necessary to penetrate countertops with fasteners, countersink heads approximately 1/8 inch and plug hole flush with material equal to countertop in chemical resistance, hardness, and appearance.

# 3.6 INSTALLATION OF EPOXY SINKS

- A. Comply with installation requirements in SEFA 2.3.
- B. Drop-in Installation of Epoxy Sinks: Rout groove in countertop to receive sink rim if not prepared in shop. Set sink in adhesive and fill remainder of groove with sealant or adhesive. Use procedures and products recommended by sink and countertop manufacturers.
- C. Provide scribe moldings for closures at junctures of countertop, curb, and splash with walls as recommended by manufacturer for materials involved. Match materials and finish to adjacent laboratory casework. Use chemical-resistant, permanently elastic sealing compound where recommended by manufacturer.
- D. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

# 3.7 INSTALLATION OF SOLID SURFACE COUNTERTOP

- A. Solid Surface Countertops: Install countertops level to a tolerance of 1/8 inch in 8 feet.
  - 1. Fasten countertops by screwing through corner blocks of base units into underside of countertop. Pre-drill holes for screws as recommended by manufacturer. Align adjacent surfaces and, using adhesive in color to match countertop, form seams to comply with manufacturer's written instructions. Carefully dress joints smooth, remove surface scratches, and clean entire surface.
  - 2. Install backsplashes to comply with manufacturer's written instructions for adhesives, sealers, fabrication, and finishing.
  - 3. Seal edges of cutouts in plywood sub-tops by saturating with varnish.

#### 3.8 ADJUSTING AND CLEANING

- A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean, lubricate, and adjust hardware.
- C. Clean woodwork on exposed and semi-exposed surfaces.

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# THERMAL AND MOISTURE PROTECTION / JOINT SEALANTS

# **GENERAL**

# 1.1 SUMMARY

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Urethane joint sealants.

# 1.2 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. LEED Submittals:
  - 1. Product Data for Credit IEQ 4.1: For sealants and sealant primers used inside the weatherproofing system, documentation including printed statement of VOC content.
- C. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

# 1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- D. Field-Adhesion Test Reports: For each sealant application tested.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

# 1.5 PROJECTION CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.6 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: One year from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.
  - 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

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# 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  - 1. Architectural Sealants: 250 g/L.
  - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
  - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Liquid-Applied Joint Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C920 classifications for type, grade, class, and uses related to exposure and joint substrates.
  - 1. Suitability for Immersion in Liquids. Where sealants are indicated for Use I for joints that will be continuously immersed in liquids, provide products that have undergone testing according to ASTM C 1247. Liquid used for testing sealants is deionized water, unless otherwise indicated.
- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. Suitability for Contact with Food: Where sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- F. Colors of Exposed Joint Sealants: As selected by Architect and/or School District of Lee County designated representative from manufacturer's full range.

# 2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 790.
    - b. Sika Corporation, Construction Products Division; SikaSil-C990.
    - c. Tremco Incorporated; Spectrem 1.

# 2.3 URETHANE JOINT SEALANTS

- A. Multicomponent, Nonsag, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 50, for Use NT.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Pecora Corporation; Dynatrol II.
    - b. Polymeric Systems, Inc.; PSI-270.
    - c. Tremco Incorporated; Dynamic 240.

# 2.4 LATEX JOINT SEALANTS

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. BASF Building Systems; Sonolac.
    - b. Bostik, Inc.; Chem-Calk 600.
    - c. Pecora Corporation; AC-20+.
    - d. Tremco Incorporated; Tremflex 834.

# 2.5 PREFORMED JOINT SEALANTS

- A. Preformed Silicone Joint Sealants: Manufacturer's standard sealant consisting of precured low-modulus silicone extrusion, in sizes to fit joint widths indicated, combined with a neutral-curing silicone sealant for bonding extrusions to substrates.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dayton Superior Specialty Chemicals; Polytite Standard.

- b. EMSEAL Joint Systems, Ltd.; Emseal 25 V.
- c. Sandell Manufacturing Co., Inc.; Polyseal.
- B. Preformed Foam Joint Sealant: Manufacturer's standard preformed, precompressed, open-cell foam sealant manufactured from urethane foam with minimum density of 10 lb/cu. ft. and impregnated with a nondrying, water-repellent agent. Factory produced in precompressed sizes in roll or stick form to fit joint widths indicated; coated on one side with a pressure-sensitive adhesive and covered with protective wrapping.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dayton Superior Specialty Chemicals; Polytite Standard.
    - b. EMSEAL Joint Systems, Ltd.; Emseal 25 V.
    - c. Sandell Manufacturing Co., Inc.; Polyseal.

# 2.6 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

# 2.7 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant substrates tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

# Part 3 EXECUTION

# 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joints substrates include the following:
    - a. Concrete.
    - b. Masonry.
    - c. Unglazed surfaces of ceramic tile.
    - d. Exterior insulation and finish systems.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
    - c. Porcelain enamel.

- d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

# 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shape and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
  - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Installation of Preformed Silicone-Sealant System: Comply with the following requirements:
  - 1. Apply masking tape to each side of joint, outside of area to be covered by sealant system.
  - 2. Apply silicone sealant to each side of joint to produce a bead of size complying with preformed silicone-sealant system manufacturer's written instructions and covering a bonding area of not less than 3/8-inch. Hold edge of sealant bead 1/4-inch inside masking tape.
  - 3. Within 10 minutes of sealant application, press silicone extrusion into sealant to wet extrusion and substrate. Use a roller to apply consistent pressure and ensure uniform contact between sealant and both extrusion and substrate.
  - 4. Complete installation of sealant system in horizontal joints before installing in vertical joints. Lap vertical joints over horizontal joints. At ends of joints, cut silicone extrusion with a razor knife.
- H. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping. Do not pull or stretch material. Produce seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures, apply heat to sealant in compliance with sealant manufacturer's written instructions.
- I. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

# 3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
  - 1. Extent of Testing: Test completed and cured sealant joints as follows:
    - a. Perform 10 tests for the first Insert dimension of joint length for each kind of sealant and joint substrate.
    - b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.
  - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.
    - a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
  - 3. Inspect tested joints and report on the following:
    - a. Whether sealants filled joint cavities and are free of voids.
    - b. Whether sealant dimensions and configurations comply with specified requirements.
    - c. Whether sealants in joins connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
  - 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
  - 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

# 3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

# 3.6 PROTECTION

A. Protect joint sealant during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

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# FURNISHINGS / LABORATORY EQUIPMENT AND ACCESSORIES

#### **GENERAL**

#### 1.1 SUMMARY

- A. This section includes:
  - 1. Laboratory countertops.
  - 2. Laboratory sinks.
  - 3. Laboratory accessories.
  - 4. Water, laboratory gas, and electrical service fittings.
- B. Related sections:
  - 1. Section 064116 "Interior Architectural Wood Work" for all cabinetries.

#### 1.2 DEFINITIONS

- A. Exposed Surfaces of Casework: Surfaces visible when doors and drawers are closed, including bottoms of cabinets more than 48 inches above floor, and visible surfaces in open cabinets or behind glass doors.
  - 1. Ends of cabinets, including those installed directly against walls or other cabinets, are defined as "exposed".
  - 2. Ends of cabinets indicated to be installed directly against and completely concealed by walls or other cabinets are defined as "concealed".
- B. Concealed Surfaces of Casework: Include sleepers, web frames, dust panels, and other surfaces not usually visible after installation.

# 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For laboratory casework. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Indicate locations of hardware and keying of locks.
  - 2. Indicate locations and types of service fittings.
  - 3. Indicate locations of blocking and reinforcements required for installing laboratory casework.
  - 4. Include details of exposed conduits, if required, for service fittings.
  - 5. Indicate locations of and clearances from adjacent walls, doors, windows, other building components, and other laboratory equipment.
  - 6. Include coordinated dimensions for laboratory equipment specified in other Sections.
- C. Samples for Initial Selection: For factory-applied finishes and other materials requiring color selection.
- D. Samples for Verification: Unless otherwise directed, approved full-size Samples may become part of the completed Work, if in an undisturbed condition at time of Substantial Completion. Notify Architect and/or School District of Lee County designated representative of their exact locations. If not incorporated into the Work, retain acceptable full-size Samples at Project site and remove when directed by the Architect and/or designated School District of Lee County representative.
  - 1. 6-inch square Samples for each type of countertop material.

#### 1.4 INFORMATIONALS SUBMITTALS

- A. Qualification Data: For qualified manufacturer.
- B. Product Test Reports for Countertop Surface Material: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating compliance of laboratory countertop surface materials with requirements specified for chemical and physical resistance.

# 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Modular Countertop Units: Two extra units of each length and material installed.

#### 1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that produces casework of types indicated for this Project that has been tested for compliance with SEFA 8.
- B. Source Limitations: Obtain laboratory casework from single source from single manufacturer unless otherwise indicated.
  - 1. Obtain countertops sinks accessories service fittings from casework manufacturer.

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- C. Production Designations: Drawings indicate sizes and configurations of laboratory casework by referencing designated manufacturer's catalog numbers. Other manufacturers' laboratory casework of similar sizes and similar door and drawer configurations and complying with the Specifications may be considered.
- D. Retain first paragraph below for metal and wood laboratory casework only; plastic-laminate casework will not comply with referenced standard.
- E. Flammable Liquid Storage: Where cabinets are indicated for solvent or flammable liquid storage, provide units that are listed and labeled as complying with requirements in NFPA 30 by a testing and inspecting agency acceptable to authorities having jurisdiction.
- F. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

### 1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect finished surfaces during handling and installation with protective covering of polyethylene film or other suitable material.

### 1.8 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install laboratory casework until building is enclosed, utility roughing-in and wet work are complete and dry, and until temporary HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

### 1.9 COORDINATION

- A. Coordinate layout and installation of framing and reinforcements for support of laboratory casework.
- B. Coordinate installation of laboratory casework with installation of fume hoods and other laboratory equipment.

### Part 2 PRODUCTS

### 2.1 AUXILIARY CABINET MATERIALS

A. Acid Storage-Cabinet Lining: 1/4-inch thick, polyethylene, polypropylene, epoxy, or phenolic-composite lining material.

### 2.2 COUNTERTOP SINK MATERIALS

- A. Chemical-Resistant Plastic Laminate:
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Formica Corporation.
    - b. Nevamar Company, LLC.
    - c. Wilsonart International; Division of ITW Inc.
  - 2. High-pressure decorative laminate, complying with NEMA LD 3, that has the following ratings when tested with indicated reagents according to NEMA LD 3, Test Procedure 3.4.5:
    - a. No Effect: Acetic acid (98 percent), acetone, ammonium hydroxide (28 percent), amyl acetate, benzene, butyl alcohol, carbon tetrachloride, chloroform, dimethyl formamide, dioxane, ethyl acetate, ethyl alcohol, ethyl ether, formaldehyde (37 percent), gasoline, gentian violet, hydrogen peroxide (3 percent), methyl alcohol, methyl ethyl ketone, methylene chloride, mono chlorobenzene, naphthalene, toluene, trichloroethylene, xylene, zinc chloride (saturated), hydrochloric acid (37 percent), methyl red nitric acid (30 percent), phenol (90 percent), phosphoric acid (75 percent), silver nitrate (saturated), sodium hydroxide (20 percent) and sulfuric acid (77 percent).
    - b. Slight Effect: Cresol, tincture of iodine, sodium sulfide (15 percent), phenol (90 percent), sodium hydroxide (20 percent) and methyl red.
    - c. Moderate Effect: Hydrochloric acid (37 percent), nitric acid (30 percent), phosphoric acid (75 percent), silver nitrate (saturated) and sulfuric acid (77 percent).
  - 3. Color: As selected by Architect and/or School District of Lee County designated representative from chemical-resistant, plastic-laminate manufacturer's full range.
  - 4. Core Materials for Plastic Laminate: Reference Section 064116 "Interior Architectural Wood Work" A208.1, Grade M-2.
  - 5. Adhesive for Bonding Plastic Laminate: Manufacturer's standard waterproof, urea-formaldehyde-free adhesive.
- B. Epoxy: Factory-molded, modified epoxy-resin formulation with smooth, nonspecular finish.
  - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated in the Work include, but are not limited to, the following:

- a. Durcon Company (The).
- b. Epoxyn Products.
- c. Laboratory Tops, Inc.
- d. Prime Industries, Inc.
- e. King Plastic Corporation.
- 2. Physical Properties:
  - a. Flexural Strength: Not less than 10,000 psi.
  - b. Modulus of Elasticity: Not less than 2,000,000 psi.
  - c. Hardness (Rockwell M): Not less than 100.
  - d. Water Absorption (24 Hours): Not more than 0.02 percent.
  - e. Heat Distortion Point: Not less than 260 degrees Fahrenheit.
- 3. Chemical Resistance: Epoxy-resin material has the following ratings when tested with indicated reagents according to NEMA LD 3, Test Procedure 3.4.5:
  - a. No Effect: Acetic acid (98 Percent), acetone, ammonium hydroxide (28 percent), benzene, carbon tetrachloride, dimethyl formamide, ethyl acetate, ethyl alcohol, ethyl ether, methyl alcohol, nitric acid (70 percent), phenol, sulfuric acid (60 percent), and toluene.
  - b. Slight Effect: Chromic acid (60 percent) and sodium hydroxide (50 percent).
- 4. Color: As selected by Architect and/or by School District of Lee County designated representative from manufacturer's full range.

### 2.3 COUNTERTOPS, TROUGHS AND SINKS

- A. Countertops, General: Provide units with smooth surfaces in uniform plane free of defects. Make exposed edges and corners straight and uniformly beveled. Provide front and end overhang of one (1) inch, with continuous drip groove on underside 1/2-inch from edge.
- B. Sinks, General: Provide sizes indicated or laboratory casework manufacturer's closest standard size of equal or greater volume, as approved by Architect and/or School District of Lee County designated representative.
  - 1. Outlets: Provide with strainers and tailpieces, NPS 1-1/2, unless otherwise indicated.
  - 2. Overflows: For each sink except cup sinks, provide overflow of standard beehive or open-top design with separate strainer. Height two (2) inches less than sink depth. Provide in same material as strainer.
- C. Plastic-Laminate Countertops:
  - 1. Countertops: Chemical-resistant plastic laminate shop bonded to top surface and exposed edges of thick core with plastic-laminate backing bonded to bottom surface. Sand surfaces to which plastic laminate is to be bonded.
    - a. Backsplash Core Thickness: 3/4-inch.
    - b. Countertop Core: exterior plywood.
    - c. Countertop Core for Counters Containing Sinks: exterior plywood.
    - d. Countertop Configuration: Flat, with square edges and flat backsplashes and end splashes. Finish faces and exposed edges of splashes with same plastic laminate as top.
    - e. Plastic-Laminate Grade for Flat Countertops: HGS.
    - f. Plastic-Laminate Grade for Backing: BKL.
- D. Epoxy Countertops Sinks:
  - 1. Countertop Fabrication: Fabricate with factory cutouts for sinks, holes for service fittings and accessories, and with butt joints assembled with epoxy adhesive and concealed metal splines.
    - a. Countertop Configuration: Raised (marine) edge, 5/8-inch minimum thickness, with integral or applied raised edge having rounded edge and corners, and with applied backsplash.
    - b. Countertop Construction: Uniform throughout full thickness.
    - c. Product Option: Phenolic-composite countertops may be substitute for epoxy countertops at Contractor's option.
  - 2. Sink Fabrication: Molded in one (1) piece with smooth surfaces, coved corners, and bottom sloped to outlet; 1/2-inch minimum thickness.
    - a. Provide with polypropylene strainers and tailpieces.
    - b. Provide sinks for drop-in installation with 1/4-inch thick lip around perimeter of sink.

### 2.4 LABORATORY TABLE SYSTEM

- A. Function: Multi-purpose science table for combined lecture and laboratory functions. Includes ADA accessibility, compatibility with optional computer technology and reconfigurability within the classroom.
- B. Work Surface: Shaped (see plans) so all students (up to four) face the instructor during lecture. Measures eight (8) feet long by three (3) feet deep.
- C. Thickness: One (1) inch
- D. Material: Epoxy resin, black
- E. Support Structure (none required for movable tables with legs): Frame under work surface made of 2"x2" square 14 gauge steel tubing, painted with chemical and UV-resistant urethane paint. Frame shall be attached to two leg supports for stability. Shall include minimum of four (4) suspended and re-configurable book bag hooks and if specified, one (1) or two (2) suspended and reconfigurable CPU holders at any location along the length of the visible frame. It shall accommodate storage of upright rods and crossbars.
- F. Modesty Panels (none required for movable tables with legs): Front and rear modesty panels shall be made of:
  - 1. Steel, with chemical and UV-resistant urethane paint.
  - 2. Plain-sliced red oak, with chemical and UV-resistant acrylic urethane finish.
  - 3. Rift-cut red oak, with chemical and UV-resistant acrylic urethane finish.
  - 4. Plain-sliced Select White maple, with chemical and UV-resistant acrylic urethane finish.
  - 5. Rotary sliced Select White maple, with chemical and UV-resistant acrylic urethane finish.

### G. Height Adjustment:

- 1. Movable tables shall be constructed as indicated on the drawings. Movable tables shall have 2" apron front and 7" sides and back. It shall have 1-1/2" x 1-1/2" tubular stainless steel telescoping legs fitted with 1-1/2" diameter adjustable non-marring floor glides with 1" micro-adjustment capability. Movable tables shall have the ability to be adjusted in height from 31" to 38" (750 mm to 939.8 mm) in 1" (25 mm) increment inclusive of 1" (25 mm) thick counter top. Adjustable stainless steel legs shall be attached in such a manner to the table as to eliminate any noise or shake in the legs.
  - a. Load capacity of tables shall be 1,000 lb. (453.6 kg) uniformly loaded and support a 250 lb. (113.4 kg) concentrated load at front center with deflection not to exceed 1/8" (3.18 mm).
- 2. Service Module: Sink cabinet shall not create obstruction to line of sight when table is at lowest height setting. Wood cabinet shall match table wood modesty panels, enclose all piping and include access panel for access to services. Sink shall be molded epoxy resin shaped for ADA compliance and for mounting of fixtures and include stainless steel drain. Includes cover plate for optional electric or data connections.

### 2.5 LABORATORY ACCESSORIES

#### A. FLAMMABLE STORAGE CABINET

1. 43" L X 18" D X 65" H. Cabinets double wall construction throughout with (1-1/2") insulating air-space between inner and outer walls; hinged doors with three (3) point latch and lock, two (2) adjustable shelves of reinforced galvanized steel; (2") deep, pan-type bottom; screened flame arrestor vent on each side and threaded to accept (2") standard pipe. Finish is bright, safety yellow and labeled in red "Flammable Liquid – Keep Fire Away". Cabinets meet or exceed National Fire Protection Association's Combustible Liquids Code 30 and L.S.H.A. safety requirements (45 gallon capacity).

### **B. BASES STORAGE CABINET**

1. 43" L X 18" D X 44" H. Cabinets double wall construction throughout with (1-1/2") insulating air-space between inner and outer walls; hinged doors with three (3) point latch and lock, two (2) adjustable shelves of reinforced galvanized steel; (2") deep, pan-type bottom; screened flame arrestor vent on each side and threaded to accept (2") standard pipe. Finish is bright, safety yellow and labeled in blue "HEAVY BASES". Cabinets meet or exceed National Fire Protection Associations' Combustible Liquids Code 30 and L.S.H.A. safety requirements (30 gallon capacity).

### C. WOOD ACID STORAGE CABINET

1. 31" W X 36-5/8" H X 20" D. Cabinet is constructed of one-inch (1") thick, high-density, nine ply (9-ply), exterior grade plywood finished with multiple coats of epoxy paint. Cabinet bottom constructed as a liquid-tight, two-inch (2") trough to contain accidental spills. Top is recessed to include a liquid-tight polypropylene tray. Tray will hold three (3) gallons of spilled liquid and can be used as a dispensing area. Interior is fully lined with 1/8" thick

polypropylene and all screws and fasteners are to be plastic. Cabinet has an interlocking door assembly, lock hasps and padlock with two (2) keys and one (1) fixed shelf. The word "ACID" is printed on the cabinet in six-inch (6") red letters. Unit furnished with wooden door handle and four leveling feet. Cabinet complies with all O.S.H.A. and National Fire Protection Association standards. Capacity: (30) 2.5 liter or (90) 500 ml bottles.

### D. SAFETY GLASSES CABINET

- 1. 32" H X 24-1/2" W X 9-1/2" D. Overall. 24-gauge white enameled steel cabinet, doors interlocked with tamper resistant latches, two (2) keys provided for each unit. Wall or shelf mountable with a seven (7) foot (2.13 m) grounded electrical cord.
- 2. Shuts off automatically if double doors are open. Pilot light confirms UV lamp in use. Five (5) minute cycle controlled by a timer, and no direct UV radiation escapes from cabinet when in use. Unit includes eight (8) removable wire racks, each rack accommodating up to six (6) pairs of glasses or five (5) pairs of goggles.

### E. LABORATORY STUDENT SERVICE CENTER

- 1. Free standing service pedestal either in a triangular or half round or similar configuration permitting laboratory tables to be pushed up for access to services. Top to consist of center tub basin, service turrets and student work area with integral raised edge around perimeter; support structure of fiberglass reinforced polyester; pedestal of formed steel with interior reinforcements for securing floor. (Wood or plastic laminate bases pedestal is also acceptable.)
- 2. Manufacturers: Subject to compliance with requirements, available manufacturers and offering products that may be incorporated into the work include, but are not limited to, the following:
  - a. Hamelton Fisher Eclipse Service Station.
  - b. Campbell Rhea Magnestar.
  - c. Sheldon Laboratory Systems Trifacial Workstation.
- 3. Service Center to at a minimum contain:
  - a. Minimum two (2) deck mounters cold water service fittings.
  - b. Minimum two (2) deck mounted gas service fittings.
  - c. Minimum two (2) facia mounted electrical (GFI) duplexes.
  - d. Minimum one (1) facia mounted data connection box.
- 4. Top and sink to comply with requirement of this section.

#### F. PEGBOARDS

1. Polypropylene, epoxy, or phenolic-composite pegboards with removable polypropylene pegs and stainless-steel drip troughs with drain outlet.

### 2.6 WATER AND LABORATORY GAS SERVICE FITTINGS

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:
  - 1. Broen A/S
  - 2. Chicago Faucet Company (The); a Geberit company.
  - 3. WaterSaver Faucet Co.
- B. Service Fittings: Provide units that comply with SEFA 7, "Laboratory and Hospital Fixtures Recommended Practices". Provide fittings complete with washers, locknuts, nipples, and other installation accessories. Include wall and deck flanges, escutcheons, handle extension rods and similar items.
  - 1. Provide units that comply with" Vandal-Resistant Faucets and Fixtures" recommendations in SEFA 7.
- C. Materials: Fabricated from cast or forged red brass unless otherwise indicated.
  - 1. Reagant-Grade Water Service Fittings: Polypropylene, PVC, or PVDF for parts in contact with water.
- D. Finish: Acid- and solvent-resistant powder coating complying with requirements in SEFA 7 for corrosion-resistant finishes.
  - 1. Provide chemical-resistant powder coating in laboratory casework manufacturer's standard metallic brown, aluminum, white or other color as approved by Architect.
- E. Water Valves and Faucets: Provide units complying with ASME A112.18.1, with renewable seats, designed for working pressure up to 80 psig.
  - 1. Vacuum Breakers: Provide ASSE 1035 vacuum breakers on water fittings with serrated outlets.
  - 2. Aerators: Provide aerators on water fittings that do not have serrated outlets.
  - 3. Self-Closing Valves: Provide self-closing valves where indicated.

- F. Hand of Fittings: Furnish right-hand fittings unless fitting designation is followed by "L".
- G. Remote-Control Valves: Provide needle valves, straight-through or angle type as indicated for fume hoods and where indicated.
- H. Handles: Provide three- or four-wing, molded plastic or powder-coated metal handles for valves unless otherwise indicated.
  - 1. Provide lever-type handles for ground-key cocks. Lever handle aligns with outlet when valve is closed and is perpendicular to outlet when valve is fully open.
  - 2. Provide lever-type handles for ball valves unless other indicated. Lever handle aligns with outlet when valve is closed and is perpendicular to outlet when valve is fully open.
  - 3. Provide heat-resistant plastic handles for steam valves.
- Service-Outlet Identification: Provide color-coded plastic discs with embossed identification, secured to each service-fitting handle to be tamper resistant. Comply with SEFA 7 for colors and embossed identification.

### 2.7 ELECTRICAL SERVICE FITTINGS

- A. Pedestal-Type Fittings: Cast-aluminum housings with sloped single face or two faces, as indicated, with neoprene gasket under base and with concealed mounting holes in base for attaching to laboratory casework. Provide holes tapped for conduits.
- B. Recessed-Type Fittings: Provide with galvanized-steel boxes.
- C. Finishes for Service-Fitting Components: Provide housings or boxes for pedestal-and line-type fittings with manufacturer's standard baked-on, chemical-resistant enamel in color as selected by Architect and/or by School District of Lee County designated representative from manufacturer's full range.
- D. Cover Plates: Provide satin finish, Type 304, stainless-steel cover plates with formed, beveled edges.
- E. Cover-Plate Identification: Use 1/4-inch high letters unless otherwise indicated. For stainless steel or chrome-plated metal, stamped or etch plate and fill in letters with black enamel.
  - 1. Provide on all cover plates.
    - a. Receptacles other than standard 125-V duplex, grounding type.
    - b. Switches and thermal-overload switches.
    - c. Pilot lights when located remotely from associated equipment or switch, where function is not obvious.
    - d. Receptacles, switches, and other locations indicated.
  - 2. Provide the following information:
    - a. Voltage and phase for receptacles other than standard 125-V duplex, grounding type.
    - b. Indicate equipment being controlled by switches and thermal-overload switches.
    - c. Indicate equipment being controlled for pilot lights when located remotely from associated equipment or switch, where function is not obvious.
    - d. Number of breaker in panelboard that controls device.

### **PART 3 EXECUTION**

### 3.1 EXAMINATION

- A. Examine areas, with Installer present, for compliance with requirements for installation tolerances, location of reinforcements, and other conditions affecting performance of laboratory casework.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION OF CABINETS

- A. Comply with installation requirements in SEFA 2.3. Install level, plumb, and true; shim as required, using concealed shims. Where laboratory casework abuts other finished work, apply filler strips and scribe for accurate fit, with fasteners concealed where practical. Do not exceed the following tolerances:
  - 1. Variation of Tops of Base Cabinets from Level: 1/16 inch in 10 feet.
  - 2. Variation of Bottoms of Upper Cabinets from Level: 1/8 inch in 10 feet.
  - 3. Variation of Faces of Cabinets from a True Plane: 1/8 inch in 10 feet.
  - 4. Variation of Adjacent Surfaces from a True Plane (Lippage): 1/32 inch.
  - 5. Variation in Alignment of Adjacent Door and Drawer Edges: 1/16 inch.

- B. Base Cabinets: Fasten cabinets to utility-space framing, partition framing, wood blocking, or reinforcements in partitions with fasteners spaced not more than 24 inches o.c. Bolt adjacent cabinets together with joints flush, tight, and uniform.
  - 1. Where base cabinets are installed away from walls, fasten to floor at toe space at not more than 24 inches o.c. and at sides of cabinets with not less than 2 fasteners per side.
- C. Wall Cabinets: Fasten to hanging strips, masonry, partition framing, blocking, or reinforcements in partitions. Fasten each cabinet through back, near top, at not less than 24 inches o.c.
- D. Install hardware uniformly and precisely. Set hinges snug and flat in mortises.
- E. Adjust laboratory casework and hardware so doors and drawers align and operate smoothly without warp or bind and contact points meet accurately. Lubricate operating hardware as recommended by manufacturer.

### 3.3 INSTALLATION OF COUNTERTOPS

- A. Comply with installation requirements in SEFA 2.3. Abut top and edge surfaces in one true plane with flush hairline joints and with internal supports placed to prevent deflection. Locate joints only where shown on Shop Drawings.
- B. Field Jointing: Where possible, make in same manner as shop-made joints using dowels, splines, fasteners, adhesives, and sealants recommended by manufacturer. Prepare edges in shop for field-made joints.

### C. Fastening:

- 1. Secure countertops, except for epoxy countertops, to cabinets with Z-type fasteners or equivalent, using two more fasteners at each cabinet front, end, and back.
- 2. Secure epoxy countertops to cabinets with epoxy cement, applied at each corner and along perimeter edges at not more than 48 inches o.c.
- 3. Where necessary to penetrate countertops with fasteners, countersink heads approximately 1/8 inch and plug hole flush with material equal to countertop in chemical resistance, hardness, and appearance.
- D. Provide required holes and cutouts for service fittings.
- E. Seal unfinished edges and cutouts in plastic-laminate countertops with heavy coat of polyurethane varnish.
- F. Provide scribe moldings for closures at junctures of countertop, curb, and splash with walls as recommended by manufacturer for materials involved. Match materials and finish to adjacent laboratory casework. Use chemical-resistant, permanently elastic sealing compound where recommended by manufacturer.
- G. Carefully dress joints smooth, remove surface scratches, and clean entire surface.

### 3.4 INSTALLATION OF SINKS

- A. Comply with installation requirements in SEFA 2.3.
- B. Drop-in Installation of Epoxy Sinks: Rout groove in countertop to receive sink rim if not prepared in shop. Set sink in adhesive and fill remainder of groove with sealant or adhesive. Use procedures and products recommended by sink and countertop manufacturers. Remove excess adhesive and sealant while still wet and finish joint for neat appearance.

### 3.5 INSTALLATION OF LABORATORY ACCESSORIES

- A. Install accessories according to Shop Drawings, installation requirements in SEFA 2.3, and manufacturer's written instructions.
- B. Securely fasten adjustable shelving supports, stainless-steel shelves, and pegboards to partition framing, wood blocking or reinforcements in partitions.
- C. Securely fasten pegboards to partition framing wood blocking, or reinforcements in partitions.

### 3.6 <u>INSTALLATION OF SERVICE FIT</u>TINGS

- A. Comply with requirements in other Sections for installing water and laboratory gas service fittings and electrical devices.
- B. Install fittings according to Shop Drawings, installation requirements in SEFA 2.3, and manufacturer's written instructions. Set bases and flanges of sink- and countertop-mounted fittings in sealant recommended by manufacturer of sink or countertop material. Securely anchor fittings to laboratory casework unless otherwise indicated.

### 3.7 CLEANING AND PROTECTING

- A. Clean finished surfaces, touch up as required, and remove or refinish damaged or soiled areas to match original factory finish, as approved by Architect and/or by School District of Lee County designated representative.
- B. Protect countertop surfaces during construction with 6-mil plastic or other suitable water-resistant covering. Tape to underside of countertop at a minimum of 48 inches o.c.

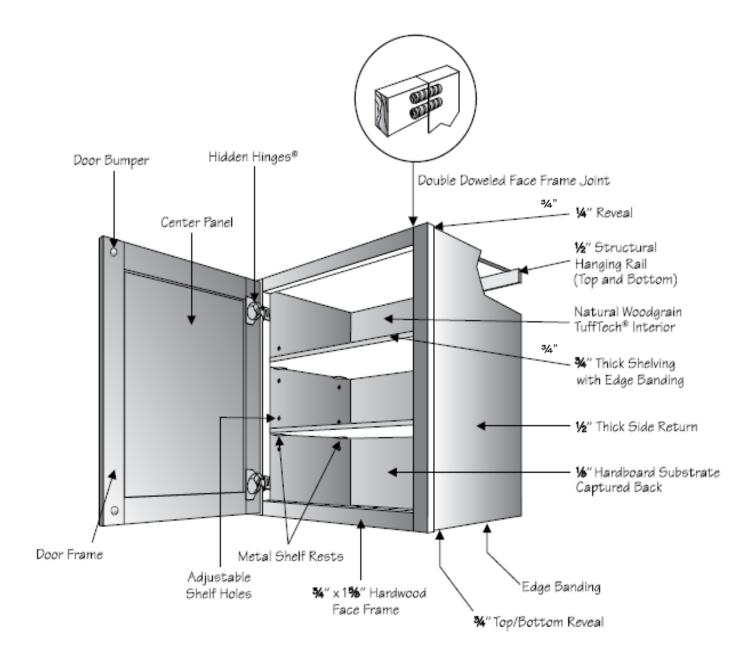
ITN No: N187316LN - CABINET SERVICES

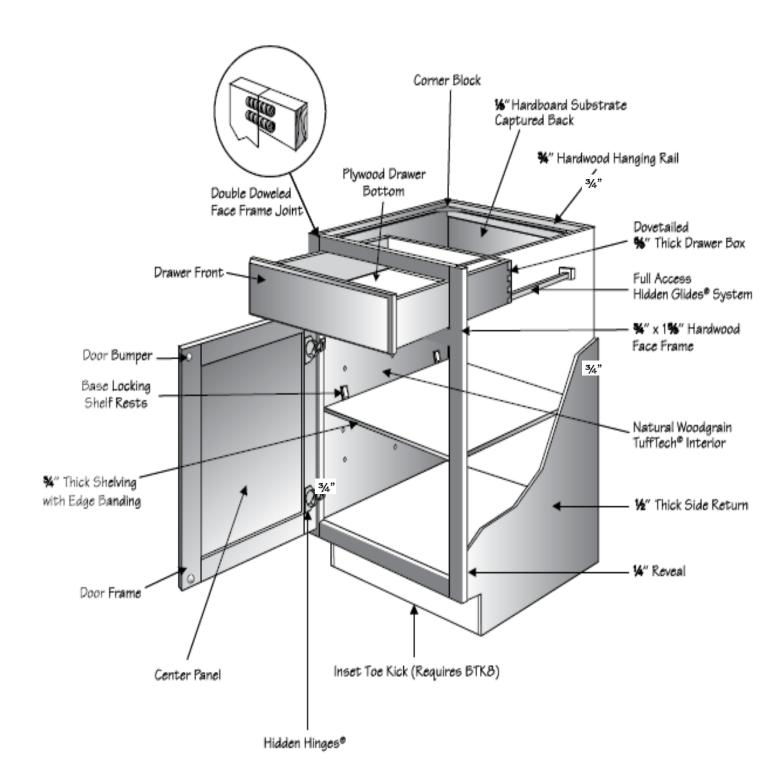
### 3.8 SERVICE-FITTING SCHEDULE

- A. Water Service Fitting:
  - 1. Type of Fitting: Rigid, gooseneck, single-service faucet.
  - 2. Outlet: Vacuum breaker and removable serrated outlet.
  - 3. Mounting: Deck mounted.
  - 4. Additional Requirements: Self-closing valves.
- B. Laboratory Gas Service Fitting:
  - 1. Service: Gas (fuel gas).
  - 2. Type of Fitting: Turret.
  - 3. Outlets: Two (2), at 90 degrees.
  - 4. Outlet Type: Straight.
  - 5. Valve Type: Ground-key cock.
- C. Electrical Service Fitting:
  - 1. Type of Fitting: Pedestal, single faced.
  - 2. Device: Four duplex receptacles.
  - 3. Additional Requirements: GFCI receptacles.

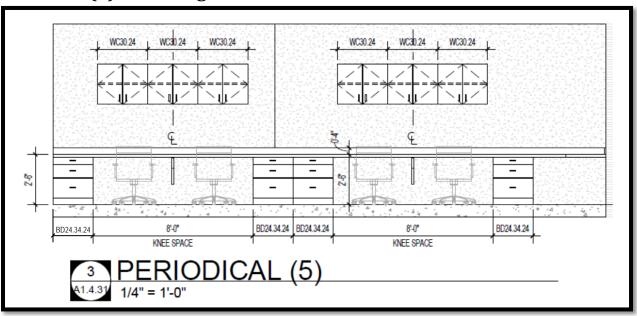
ITN No: N187316LN – CABINET SERVICES Page 43

### Exhibit 3

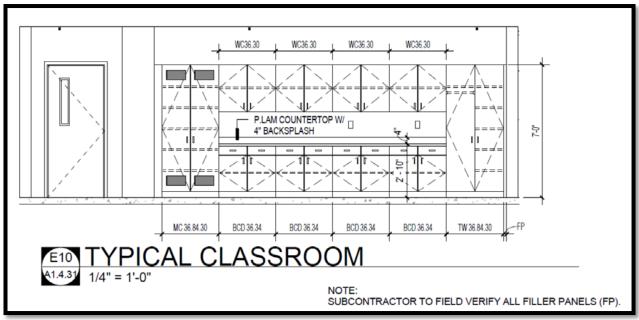




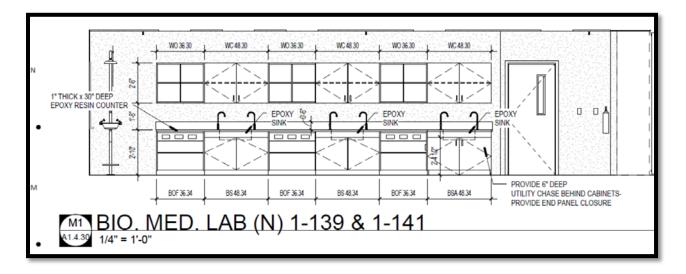
### Periodical (5) - Drawing Not to Scale



### **Typical Classroom - Drawing Not to Scale**



### Bio. Med Lab (N) 1-139 & 1-141 – Drawing Not to Scale



# THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA DEPARTMENT OF PROCUREMENT SERVICES ITN No. N187316LN CABINET SERVICES

DATE SUBMITTED: _	
PROPOSER NAME:	 

TO: The School District of Lee County Fort Myers, Florida

### In addition to pricing, provide information required in response to Section 10.

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet the specifications:

### Reference: Exhibit 2 and Exhibit 3 prior to responding.

Item No.	Description	Size	Price
BCD 36.34	Base closed with two drawers. One adjustable shelf and hinged doors. Price without counter top.	36"W x 34"H x 24"D	
BD 24.34.24	3 Drawer Base - Periodicals. Price without counter top.	24"W x 34"H x 24"D	
BOF 36.34	Base Open. Fascia to accommodate hook up for power/data. Price without counter top.	36"W x 34"H x 24"D	
BS 48.34	Base Cabinet to accommodate sink. Price without counter top or sink.	48"W x 34"H x 24"D	
BSA 48.34	Accessible base cabinet to accommodate sink. Price without counter top, sink and water fixture.	48"W x 34"H x 24"D	
MC 36.84.30	Media cabinet. Five adjustable shelves. Two hinged doors with louvers and TV swivel mounted on top of unit.	36"W x 84"H x 30"D	
TW 36.84.30	Teacher's wardrobe unit. One fixed shelf and rod. Four adjustable shelves. 10" x 12" mirror and pin tray.	36"W x 84"H x 30"D	
WC 30.24	Wall cabinet. Two adjustable shelves. Two doors. Filler panel as required. Lockable.	30"W x 24"H x 12"D	
WC 36.30	Wall cabinet. Two adjustable shelves. Two doors. Filler panel as required. Lockable.	36"W x 30"H x 12"D	
WC 48.30	Wall cabinet. Two adjustable shelves. Two doors. Filler panel as required. Lockable.	48"W x 30"H x 12"D	
WO 36.30	Wall open. Two adjustable shelves. No doors. Filler panel as required.	36"W x 30"H x 12"D	

ITN No: N187316LN – CABINET SERVICES

**NOTES:** Cabinet front face frames are made from 3/4" thick plywood core and with a high-pressure decorative finish. Cabinet side panels are made form 3/4" thick plywood core and with a high-pressure decorative finish. Cabinet tops, bottoms and floors are made from 3/4" thick plywood core and with a high-pressure decorative finish. Cabinet back panels are made from 1/8" thick plywood core and with a high-pressure decorative finish. Cabinet shelves are made from 3/4" thick plywood core and with a high-pressure decorative finish. Shelves are banded on one side with PVC edge banding. All shelves are adjustable and meet load standards of 15 pounds per square foot. Drawer systems to utilize natural finish dovetail draws with plywood bottoms and full access hidden guides. All drawers to meet load standards of 15 pounds per square foot. Corner blocks are attached to help ensure cabinet square-ness and allow for proper countertop installation. Hinges are to be fully concealed, self-closing hidden hinges. Inset toe kick are constructed of 3/4" thick unfinished plywood core wood and are recessed 3 - 1/2". Note: On fabrication and Installations of cabinets Contractor(s) shall provide at their expense and include in the base contract price the cost of all labor, tools, equipment and necessary for the job completion. All trip charges, mileage, overtime, vehicle charges and travel time are to be included in the estimates, and shall not be invoiced separately to the District. Printed Name: Officer or Employee Authorized to Legally Bind the Proposer Signature: Officer or Employee Authorized to Legally Bind the Proposer

ITN No: N187316LN – CABINET SERVICES

### ATTACHMENT B - REFERENCE FORM

Provide three (3) references (for projects completed in the last (5) years) of similar scope and size to this solicitation. The District prefers businesses to provide three (3) references, **exclusive of the District**. The District will consider responses with fewer than three (3) references, exclusive of the District. If fewer than three (3) non-District references are provided, the District will take into consideration the longevity and experience of the business, service to schools or government entities, and the nature of the service to be performed.

Ι.	PROJECT NAME/DESCRIPTION:
	CLIENT ORGANIZATION:
	CONTACT PERSON:
	TITLE:
	PHONE:
	EMAIL:
	PROJECT SIZE: \$
	PROJECT DURATION: From to
2.	PROJECT NAME/DESCRIPTION:
	CLIENT ORGANIZATION:
	CONTACT PERSON:
	TITLE:
	PHONE:
	EMAIL:
	PROJECT SIZE: \$
	PROJECT DURATION: From to
3.	PROJECT NAME/DESCRIPTION:
	CLIENT ORGANIZATION:
	CONTACT PERSON:
	TITLE:
	PHONE:
	EMAIL:
	PROJECT SIZE: \$
	PROJECT DURATION: From to

### ATTACHMENT C - INSURANCE REQUIREMENTS FORM

# The School Board of Lee County Florida Insurance Requirements

INSURANCE TY	PΕ
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### **REQUIRED LIMITS**

X 1. Workers' Compensation

Statutory Limits of Florida Statutes,
Chapter 440 and all Federal
Government Statutory Limits and
Requirements. Policy must include
Employers Liability with a limit of
\$500,000.00 each incident.

X 2. Commercial General Liability
(Occurrence Form)
patterned after the 1995 I.S.O.
form

\$1,000,000.00
Single Limit
Per Occurrence

X 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.

X 4. Automobile Liability \$1,000,000.00 Each Occurrence
Owned/Non-owned/Hired

X 5. Other Insurance as indicated below:

Automobile Included

a) Professional Liability \$1,000,000.00

b) Builder's Risk \$ -0-

# The School Board of Lee County Florida Insurance Requirements (Continued)

<u>X</u> 6.	Contractor shall insure that all subcontractors comply with the same insurance requirements that to meet. The same Contractor shall provide The School Board of Lee County with certificate meeting the required insurance provisions.	•
<u>X</u> 7.	<ol> <li>The School Board of Lee County must be named as "ADDITIONAL INSURED" on the Insurance Countries of Coverages except Workers' Compensation and Professional Liability.</li> </ol>	ertificate for all
X8.	8. The School Board of Lee County shall be named as the Certificate Holder.	
	NOTE: The "Certificate Holder" should read as follows:	
	The School Board of Lee County, Florida  Attn: Procurement Services  2855 Colonial Boulevard  Fort Myers, Florida 33966	
<u>X</u> 9.	9. Thirty (30) Days Cancellation Notice is required.	
<u>X</u> 10	10. The Certificate must state the Proposal Number and Title.	
PROPO	POSER'S AND INSURANCE AGENT STATEMENT:	
is requ	inderstand the insurance requirements contained in these specifications, and that the evidence of quired within five (5) business days of the Notice of Award of the proposal. The School Board be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liness Auto Liability policies. The School Board of Lee County desires proof of insurability at levels reposal.	l of Lee County ability and the
A curre	rent certificate of insurance is attached:YESNO	
Propos	oser Name Proposer Title	
Signati	ture of Proposer	

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### ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each proposer to ensure that all addenda released are received; that all ITN and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. <u>Include a copy of each addendum with proposal.</u>

Addendum #1	Signature	Date Issued:	Attached to proposal?YN
Addendum #2	Signature	Date Issued:	Attached to proposal?YN
Addendum #3	Signature	Date Issued:	Attached to proposal?YN
Addendum #4	Signature	Date Issued:	Attached to proposal?YN
Addendum #5	Signature	Date Issued:	Attached to proposal?YN

#### ATTACHMENT E – DEBARMENT FORM

# 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.

#### **Instructions for Certification**

- 1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid 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," "bid," 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 bid is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this bid 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 witch

this transaction originated.

- 6. The prospective lower tier participant further agrees by submitting this bid 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 No procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment..

### Certification

(1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

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### ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The	e undersigned proposer, in accordance with Florida Statue 287.087 hereby certifies that
	does:
	Name of Business
1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 proposal a copy of the statement specified in Paragraph 1.
4.	In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 contender 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 Paragraphs 1 thru 5.
As t	the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.
Sign	nature of Authorized Officer
Dat	re

#### ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

# SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted by	(Name of entity submitting swo
statement) whose business address is	and (if
applicable) its Federal Employer Identification Number (FEI	N) is If the entity has
no FEIN, include the Social Security Number of the individu	al signing this sworn
statement:	
My name is	and my relationship to the

- 4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - 1. A predecessor or successor of a person convicted of a public entity crime; or
  - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7.	I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u> , means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8.	Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
	The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, <u>AND</u> (Please indicate which additional statement applies.)
	The person HAS or HAS NOT been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)
	(Signature)
	Date:
STA	ATE OF
COI	UNTY OF
	APPEARED IN PERSON BEFORE ME (the undersigned authority), who is
	rsonally known to me or provided the following identification, and affixed his/her
วเรเ	nature in the space provided above on this day of, 20
	NOTARY PUBLIC
Му	commission expires: Form PUR 7068 (Rev. 11/89)

### ATTACHMENT H - CORPORATE OVERVIEW, EXPERIENCE AND KEY PERSONNEL

Corporate Overview: (Company location(s); in business since; operated under other regulatory actions filed against; type of licenses)	names; any company litigations o
Company Location(s):	
List the names of personnel who currently hold a Universal Vendor Badge for February hold current District contractor badges.	Florida School Districts, or who
In Operation since:	
Operated under any other names, if so list:	
Any litigation or regulatory action in past 3 years? If so provide details.	

Corporate Experience: (list projects similar in size, scope and complexity to those in the RFP)	
Key Personnel: (Key personnel identified who shall be assigned to the District, Company Officers along with titles, years of service, experience). Organizational chart may be provided if desired.	, other key personne

### **ATTACHMENT I**

### **GUARANTEE/WARRANTY**

	warranties that all produc	cts, materials, and/or service	es will be free from
(Organization Name)			
defect for one year from date received by the	District.		
	·		
Name of Representative Authorized to Legally	Bind the Proposer		Date
Title	<del></del>		

### **ATTACHMENT J - SEALED PROPOSAL LABEL**

Attach this "Sealed Proposal" label to the outside of proposal response envelope.

SEALED PROPOSAL *** DO NOT OPEN *** SEALED PROPOSAL *** DO NOT OPEN*** SEALED PROPOSAL			
FROM:			
ADDRES	DELIVER TO: THE SCHOOL DISTRICT		
	DEPARTMENT OF PROCUREMENT SERVICES  2855 COLONIAL BLVD		

CABINET SERVICES ITN# N187316LN

OPENS: March 8, 2018 at 2:00 pm

FORT MYERS, FL 33966-1012