

# INVITATION TO BID BID NO. 9957 TROY HIGH SCHOOL GYM FLOOR REFINISHING PROJECT

The Troy School District will receive firm, sealed bids for all labor, material, equipment and all other services to complete Bid No. 9957 Troy High School Gym Floor Refinishing Project.

Specifications and proposal forms can be obtained online at <u>http://www.troy.k12.mi.us</u>. From the main page menu click the "Menu" tab then click "Departments", then click "Purchasing" then click "Bids and Invitations" and scroll down to locate and access the bid document. Bid documents will be placed on Buildingconnect.com with the following link: <u>https://app.buildingconnected.com/public/5cc9d7f637c1a90018cb55dc</u> by March 8, 2023, at 1:00 PM local time.

Sealed bids should be submitted through Buildingconnect.com with the following link: https://app.buildingconnected.com/public/5cc9d7f637c1a90018cb55dc. No physical bids will be accepted in person or via delivery service. Bids are to be submitted no later than 2:00 PM Local Time Wednesday, March 22, 2023. The District will not consider or accept a bid received after the date and time specified for bid submission. Bids will be publicly opened immediately following the close of receiving bids with the following virtual meeting link meet.google.com/wwp-hgxb-dct or phone number (224) 585-8761 PIN 933 801 729#. No oral, email, telephonic or telegraphic proposals shall be considered.

No pre-bid walk through has been scheduled. Any bidder wanting to visit the site, contact Mark Paulus at <u>lecoleplanners3@gmail.com</u> or (248) 880-6791 to schedule a time. Bidders are not allowed to visit the building without an appointment. All questions regarding the services specified, the bid specified, or the bid terms and conditions will be accepted in writing <u>ONLY</u> and subsequently answered through an addendum to all interested parties. Questions must be received no later than 1:00 pm Local Time, Wednesday, March 15, 2023; <u>at no other time</u> prior to the bid opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: <u>PurchasingOffice@troy.k12.mi.us</u>.

All bidders must provide familial disclosure in compliance with MCL 380.1267 & attach this information to the bid proposal. The bid proposal will be accompanied by a sworn & notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder & any member of the Troy School Board or the Troy School District's Superintendent. Also, a sworn and notarized Affidavit of compliance for the Iran Economic Sanctions Act certifying the vendor does and will comply with Public Act 517 of 2012 shall accompany all proposals. Both forms will be enclosed in the specification booklet that shall be used for this purpose. The District will not accept a bid proposal that does not include these sworn and notarized disclosure statements. Certified check, money order or Bid Bond by an approved surety company must accompany each proposal in an amount not less than 5% of the bid amount. The price proposal shall be good for a period of no less than 60 days from the bid date, unless otherwise noted. Bid Bond can be included with the bid through Buildingconnected.com. Certified check and money order must be received prior to the bid due date and time at 1140 Rankin, Troy, MI 48083.

In accordance with Michigan Compiled Laws Section 129.201, successful bidders whose proposals are \$50,000 or more, for any bid category, will be required to furnish a U.S. Treasury Listed Company Performance and Payment Bond in the amount of 100% of their bid. The cost of the Bond shall be identified within each proposal.

The Troy Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

# **INSTRUCTIONS TO BIDDERS**

# **PROPOSAL/INTENT**

- 1. The Troy School District will receive firm, sealed bids for all labor, material, equipment, and all other services to complete Bid No. 9957 Troy High School Gym Floor Refinishing Project.
- 2. Sealed bids should be submitted through Buildingconnect.com with the following link: <u>https://app.buildingconnected.com/public/5cc9d7f637c1a90018cb55dc</u>. No physical bids will be accepted in person or via delivery service. Bids are to be submitted no later than 2:00 PM Local Time Wednesday, March 22, 2023. The District will not consider or accept a bid received after the date and time specified for bid submission. Bids will be publicly opened immediately following the close of receiving bids with the following virtual meeting link: <u>meet.google.com/wwp-hgxb-dct</u> or phone number (224) 585-8761 PIN 933 801 729#. No oral, email, telephonic, or telegraphic proposals shall be considered.
- 3. Proposals will be made in conformity with all the conditions set forth in the specifications. All products must conform to the specifications.
- 4. No pre-bid walk through has been scheduled. Any bidder wanting to visit the site, contact Mark Paulus at <u>lecoleplanners3@gmail.com</u> or (248) 880-6791 to schedule a time. Bidders are not allowed to visit the building without an appointment. Questions must be received no later than 1:00 PM Local Time, Wednesday, March 15, 2023.
- 5. Bidder shall be reputable and a recognized organization, with at least five (5) years successful experience on work of this type and scope, of equal or better quality than this project.
- 6. References in the specifications to any article, product, material, fixture, form or type of construction, etc., by proprietary name, manufacturer, make or catalog number will be interpreted as establishing a standard quality of design and will not be construed as limiting proposals.
- 7. Bid bond or certified check, for an amount not less than five (5%) percent of the amount of the bid, must accompany each bid. Failure to submit proper bid security shall constitute rejection of bid.
- 8. A performance bond shall be required for the project if the cost is in excess of \$50,000 and must be listed separately on the proposal form as an individual line item.
- 9. A completed Familial Disclosure and an Iran Economic Sanctions form must be included with each proposal submitted or the proposal will not be accepted, <u>please note these forms must be notarized</u>.
- 10. The Troy Board of Education reserves the right to accept or reject any or all proposals either in whole or in part; to waive any irregularities and/or informalities; and in general to make awards or cancel this proposal, if deemed to be in the best interests of the owner.

# <u>SCOPE</u>

This bid includes Troy High School Gym Floor Refinishing Project per the attached documents. Proposals will be on a line item lump sum basis, according to the schedule listed below and where specified only the qualified products listed will be considered in this proposal.

# WARRANTY

All material and equipment will be guaranteed to be free from defects in both workmanship and materials for no less than two years from date of receipt/installation. If manufacturer warranty exceeds this minimum requirement, the manufacturer warranty will prevail. Any item(s) found to be defective will be replaced or repaired within seven working days at Vendor(s) expense.

# WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the scheduled time for receipt of bids. No proposal may be withdrawn until after 45 days after bid opening.

# FIRM PRICING

Unit pricing will prevail when computing total quantity on bids. No price allowance or extra consideration on behalf of the bidder will subsequently be allowed by reason of error or oversight on the part of the bidder. The successful bidder(s) will hold bid prices firm for all purchase orders placed for a period of approximately one full year.

# PERMITS, FEES AND REGULATIONS

The Contractor shall obtain and pay for all permits, assessments, fees, bonds, and other charges as necessary to perform and complete the work of this contract, including disconnection charges, capping and unplugging utilities.

The Contractor shall be responsible for obtaining all permits and licenses necessary for the proper completion of project. Permits and licenses are available from the appropriate agencies having jurisdiction. The Contractor shall give all notices, pay all fees and comply with all laws, ordinances, rules and regulations bearing on the work. At the completion of the project, the Contractor will provide to the District all paperwork related to the full execution of the permits(s), including all payments and inspections.

If any of the work of the Contractor is done contrary to such laws, ordinance rules and regulations without such notice, he shall bear all costs arising therefrom. The Contractor shall include all cost and taxes in its bid, and make proper provisions for payment of all other State and Federal applicable taxes, fees or other costs.

# TAXES

Troy School District is not automatically exempt from State of Michigan Sales and Use Taxes. The District must pay these taxes when materials are to be incorporated into reality. Materials that are permanently attached i.e lockers, built-in, incorporated or otherwise made part of the structure all applicable taxes shall be paid by the Vendor. Troy School District shall not be responsible for any taxes that are imposed on the Vendor. Furthermore, the Vendor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Troy School District.

# DELIVERY/INSTALLATION

Time of delivery is part of the consideration. It is understood that the bidder agrees to deliver prepaid to the schools, specified from the resulting contract, all items. All cost of delivery, drayage, freight, packing, unpacking, and setup are to be included in the prices bid.

The Contractor is responsible for removing from the project all waste materials and rubbish resulting from his operations and installation including all packing cartons and debris. Removal is to occur on a daily basis. Failure to do so will result in the Owner doing so and the cost thereof shall be charged to the Contractor as a deduction in his contract price.

The Contractor shall provide an adequate number of qualified, experienced installers, in harmony with other works at the site.

# BID SECURITY

Bid Bond or certified check, for an amount not less than five (5%) percent of the amount of the bid, must accompany each bid. The check or bond of each unsuccessful bidder will be returned within ten (10) days after the bid is awarded. Failure of any accepted bidder to enter into a contract to complete the specified work may forfeiture of his bid security. Failure to submit proper bid security shall constitute rejection of bid. A bid bond can be submitted with the bid through the buildingconnected.com link. Certified check must be received in person at the Troy School District Purchasing Office at 1140 Rankin Road, Troy, MI 48083 prior to the due date and time.

# PERFORMANCE BOND/PAYMENT BOND

Within fourteen (14) days after date of issuance of written notice of selection for the award of a contract, which shall be considered as the notice to proceed, the successful bidder shall enter into a contract with the Owner and shall execute and file with the Owner, the following in the amount 100% equal to full contract sum.

A performance bond shall be required for the project if the cost is in excess of \$50,000 and must be listed separately on the proposal form as an individual line item. The Performance Bond must insure the faithful performance of all provisions of the contract and satisfactory completion of the specified work, within the time agreed upon.

The payment bond must insure the payment and protection of claimants supplying labor or materials to the principal contractor or his subcontractors in the prosecution of the work provided for in the contract. The successful contractor's bond company must be listed by the State of Michigan as a licensed carrier and have an excellent or superior rating from AM Best Company.

# <u>SAFETY</u>

Under the "General Conditions of the Contract for Construction" of the contract to be awarded, the Contractor;

- a) shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures;
- b) shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the contract;
- c) shall take reasonable precautions for safety of all persons who may be affected, including employees of the Contractor and Subcontractor; and
- d) shall have an accident prevention representative at the site.

The general conditions of the contract for construction and the agreement also require that the Contractor indemnify the Owner in the event of certain claims arising out of the performance of the work.

# **INSURANCE REQUIREMENTS**

The Contractor shall protect, defend and indemnify the Owner, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, demands, and costs of whatsoever kind and nature which may result in injury or death to any persons, and for any result in injury or death to any person, and for loss or damage to any property, including property owned or in the care, custody, or control of the Owner in connection with or in any way incident to or arising out of the occupancy, use, with this Agreement resulting in whole or in part from negligent acts or omissions of the Contractor, any Subcontractor, or any employee, agent or representative of the Contractor or any Subcontractor.

The Contractor shall maintain, at its expense, during the term of this contract the following insurance:

- a) Worker's Compensation Insurance with statutory limits and Employer's Liability Insurance with a minimum limit of \$1,000,000 each occurrence.
- b) Comprehensive General Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, in the same amount made for bodily injury and property damage. The policy is to include products and completed operations, cross liability, broad form property damage, independent contractors, and contractual liability coverage. The policy shall be endorsed to provide sixty (60) days written notice to the District of any material change of coverage, cancellation, or non-renewal of coverage.
- c) If Subcontractors are likely to be used, the Comprehensive General Liability policy shall include coverage for independent Contractors.
- d) Owner's Contractor's Protective Policy-comprehensive in the name of the Owner, with a minimum combined single limit of \$1,000,000 per occurrence in the same amount for bodily injury or property damage.
- e) Automobile Liability insurance covering all owned, hired, and non-owned vehicles with personal protection insurance and property insurance to comply with the provisions of the Michigan no-fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each occurrence of bodily injury and property damage.
- f) All insurance policies shall be issued by companies licensed to do business in the State of Michigan. The companies issuing the policies must be domestic (on-shore) companies and have an A rating by AM Best.
- g) The Contractor shall be responsible for payment of all deductibles contained in any insurance policy required in this contract.

# COMPLIANCE WITH SCHOOL SAFETY INITIATIVE LEGISLATION

Meeting the requirements of the School Safety Initiative Legislation, being MCL 380.1230, 80.1230a, 380.1230c, 380.1230d and 380.1230g.

The Bidder acknowledges and agrees that the Bidder will have any and all of its installation personnel (including sub-contractors) subjected to criminal history and background checks. **Personnel that fall into this group will be working on District premises for more than one continuous week.** Criminal history and background checks will be done within a year of the beginning of the project and should be completed before worked begins on this project.

The Bidder is required to provide written documentation listing all personnel who fall into the group indicated in the above paragraph. The documentation will also verify that none of the personnel have a "listed offense" as indicated below. This documentation is to be provided before the beginning of the project and updated as necessary for any additions or subtractions from the list as long as the project lasts.

The Bidder shall indemnify, defend and hold the District, its employees, Board of Education, and each member thereof, agents and consultants, harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorney's fees and actual expert witness fees, arising out of or in connection with any violation of, or the Bidder's failure to comply with the above paragraphs.

The Bidder shall be responsible for all costs and expenses associated with the above-required criminal history and background checks.

# LISTED OFFENSES

- 1. MCL 750.145a Accosting, enticing or soliciting child (less than 16 years of age) for immoral purposes.
- 2. MCL 750.145b Accosting, enticing or soliciting childe (less than 16 years of age) immoral purposes second or subsequent offenses.
- 3. MCL 750.145c Involvement in child sexually abusive activity or material, including possession of child sexually abusive material ("child" is a person less than 18 years of age who has not been legally emancipated.)
- 4. MCL 750.158 Crime against nature (i.e., sodomy and beastiality) if the victim is an individual less than 18 years of age.
- 5. A third of subsequent violation of any combination of the following:
  - a. MCL 750.167(1)(f) indecent or obscene conduct in a public place;
  - b. MCL 750.335a indecent exposure;
  - *c*. A local ordinance of a municipality substantially corresponding to a section described in (a) or (b), *supra*.
- 6. Except for juvenile disposition or adjudication, a violation of:
  - a. MCL 750.338 gross indecency between males; fellatio or masturbation;
  - b. MCL 750.338a gross indecency between females; oral sex;
  - c. MCL 750.338b gross indecency between male and female persons;
  - if the victim is an individual less than 18 years of age.
- 7. MCL 750.349 Kidnapping, if victim is an individual less than 18 years of age.
- 8. MCL 750.350 Kidnapping; child under 14 years of age with intent to detain or conceal from child's parent or legal guardian.
- 9. MCL 750.448 Soliciting or accosting by a person 16 years of age or older, if victim is an individual less than 18 years of age.
- 10. MCL 750.455 Pandering
- 11. MCL 750.520b First degree criminal sexual conduct.
- 12. MCL 750.520c Second degree criminal sexual conduct.
- 13. MCL 750.520d Third degree criminal sexual conduct.
- 14. MCL 750.520e Fourth degree criminal sexual conduct.
- 15. MCL 750.520g Assault with intent to commit criminal sexual conduct.

- 16. Any other violation of a law of the state or a local ordinance of municipality that by its nature constitutes a sexual offense against an individual who is less than 18 years of age.
- 17. MCL 750.10a Offense by sexually delinquent person (i.e., "any person whose sexual behavior is characterized by repetitive or compulsive acts which indicate a disregard of consequences or the recognized rights of others, or by the use of force upon another person in attempting sexual relations of either a heterosexual or homosexual nature, or by the commission of sexual aggressions against children under the age of 16").
- 18. An attempt or conspiracy to commit an offense described in (1) through (17).
- 19. An offense substantially similar to an offense described in (1) through (17) under a law of the United States, any state, or any country or any tribal or military law.

## TERMINATION BY THE DISTRICT FOR CONVENIENCE

The District may, at any time, terminate the Contract for the District's convenience and without cause.

Upon receipt of written notice from the District of such termination for the District's convenience, the Contractor shall:

- a) Cease operations as directed by the District in the notice;
- b) Take actions necessary, or that the District may direct, for the protection and preservation of the Work; and
- c) Except for Work directed to performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further Subcontracts and purchase orders.

### Owner Is An Equal Opportunity Employer

The Owner is an Equal Opportunity Employer. Pursuant to the Executive Order 11246 as amended, you are advised that under the provisions of this order, Contractors and Subcontractors are obligated to take affirmative action to provide equal opportunity without regard to race, creed, color, national origin, age or sex.

### Michigan Right to Know Law

Troy School District will comply with the Michigan Right to Know Law by informing Contractors of hazardous chemicals to which they may be exposed. All Contractors will be required to provide Material Safety Data Sheets for any hazardous chemicals brought to the workplace. The Contractor shall comply with all applicable provisions of the Occupational Safety and Health Act for the duration of the specified work.

# Asbestos Hazard Emergency Response Act

As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act, each school district is responsible for providing contractors with information regarding locations of known or assumed asbestos containing material prior to the Contractor entering a building under the school district's jurisdiction. The successful bidder will be required to complete the school district's Contractor Notification forms.

# Notification of Assumed Lead-Containing Materials

The intent of this section is to formally notify all Contractors and Sub-Contractors applying for or bidding on work covered within this specification that, due to the age of the facilities within this District, there is the presumption that building components do contain lead-based paint pursuant to OSHA definition. The District has not conducted lead-based paint inspections. As a result, all Contractors and Sub-Contractors bidding must assume that building components do contain lead-based paint.

Furthermore, all awarded Contractors and Sub-Contractors shall be responsible to comply with all applicable Federal and Michigan State lead regulations including, but not limited to, 29 CFR Part 1926.62 of the OSHA Lead Construction Standard, (Part 603 of the Michigan State Standards). All costs associated with regulatory compliance shall be borne by the Contractor and/or Sub-Contractor.

# General Conditions

The District reserves the right to accept or reject any or all proposals, to waive irregularities, and to accept a proposal which, in the District's opinion, is in the District's best interest.

The District reserves the right to declare as non-responsive, and reject, any bid which is incomplete or where material information requested in not furnished, or where indirect or incomplete answers or information is provided.

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the District and/or the Administration Building is open.

Negligence in preparation, improper preparation, errors in, or omissions from, proposal shall not relieve a bidder from fulfillment of any and all obligations and requirements of the proposed Contract Documents.

The District expects that the awarded bidder will complete the work as outlined in the specifications for the amount bid by the bidder. Any additional costs above the amount bid and awarded, must be approved by the District in advance of any work.

Voluntary alternates for bids are acceptable but should NOT be put in the space for the Base Bid on the Bid Response Form but on an attached sheet, clearly labeled Voluntary Alternative. Such Alternates should be described in enough detail for the District to understand the Bidder's intent.

Owner may choose to conduct testing to verify correct products and installation. If the materials and installation are found not to be per spec, owner will require subsequent tests to be performed by Owners testing company at contractors' expense.

Any exceptions to the terms and conditions contained in this RFP or any special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions of this RFP cannot be met by, or in the Contractor's opinion should not be applicable to, the Contractor. The Contractor shall be required and expected to meet the specifications and the requirements as set forth in this RFP in their entirety, except to the extent exceptions or special considerations or conditions are expressly set forth in the Contractor's Proposal and those exceptions or special considerations or conditions are expressly accepted by the District.

No responsibility shall attach to the District, or the authorized representatives of either one, for the premature opening of any proposal, which is not properly addressed and identified.

The Contract Documents, as outlined in the executed Agreement, shall imply the inclusion of the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent or employee of the District or by any other person.

The bidders shall include an allowance of \$5,000.00 to be used at the District discretion

# Opening and Awarding of Bids

Bids will be publicly opened and read aloud immediately following the close of receiving bids with the following virtual meeting link: <u>meet.google.com/wwp-hgxb-dct</u> or phone number (224) 585-8761 PIN 933 801 729# at 2:00 PM. Local Time, Wednesday, March 22, 2023.

The recommendation for the award will be submitted to the Board of Education at the regular Board of Education Meeting to be held in April 2023.

# Scope of Work \ Specifications

# **Drawings and Specifications**

# <u>Drawings</u>

#	<b>Description</b>	<u>Date</u>
A0.2B	Second Level Demolition Plan – Zone 'B'	12/6/22
N/A	Troy High School Floor Layout	N/A

# Specifications#DescriptionSection 1Wood Gymnasium Floor RefinishingN/AResilient Wall Base – Vent Cove Wall Base

# Work Schedule

- Start Date: August 1, 2023
- Substantial Completion Date: August 28, 2023 including necessary curing time
- Final Completion Date: September 15, 2023
- Final Closeout: 45 Days after Substantial Completion

# Work Scope

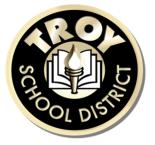
• Refinish and stripe the main basketball court which runs east and west in the middle of the gymnasium per Troy High School Floor Layout.

Pages

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- Refinish the remaining gymnasium area outside the main basketball court with all one stain color.
- Strip 2 full size basketball court running east and west that has one court on the north and south side of the main basketball court per the MHSAA standards.
- Strip 6 basketball courts perpendicular to the main basketball court with only end/side out of bounds lines and a key for each basketball backboard without any semi-circle on top of the key.
- Strip 3 volleyball courts as a location of the gymnasium floor as directed by the District per the MHSAA standards.
- Remove and replace the entire perimeter of the gymnasium with the vent cove wall base.
- Remove and reinstall all items necessary for the proper finishing of the gymnasium.
- Provide all necessary protection of existing materials, equipment, and other items as required.



DUE: 2:00 PM Local Time, Wednesday, March 22, 2023 PROPOSAL: BID 9957 Troy High School Gym Floor Refinishing Project

# **PROPOSAL FORM**

We propose to furnish all material, labor and equipment, as per the specifications, for the Troy School District. and all other services to complete BID 9957 Troy High School Gym Floor Refinishing Project.

# BASE BID – BID 9957 TROY HIGH SCHOOL GYM FLOOR REFINISHING PROJECT

Base Bid Amount:
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Bond Amount:

Allowance Amount Base Bid:

Grand Total Base Bid -

\$\_\_\_\_\_

\$

\$\_\_\_\_\_

\$\_\_\_\_\_

5,000.00

ADDENDUMS NOTED:

BIDDER'S FIRM NAME					
ADDRESS					
CITY/STATE	_ZIP				
CELL NUMBER	FAX #				
SIGNED BY	TITLE				
TYPED NAME	DATE				
E-MAIL ADDRESS					

VENDOR: LIST FIVE RECENT REFERENCES, PREFERABLY SCHOOL DISTRICTS:

School District	Person to Contact	Phone Number
School District	Person to Contact	Phone Number
School District	Person to Contact	Phone Number
School District	Person to Contact	Phone Number
School District	Person to Contact	Phone Number

Interested vendors will note in this space only any additional information, criteria or contingencies affecting their proposal, understanding that this additional information, criteria or contingency may be utilized in the evaluation process and subsequent award.

# SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT FAMILIAR DISCLOSURE AFFIDAVIT

The undersigned, the owner or authorized office of the below-named contractor (the 'Contractor"), pursuant to the familial disclosure requirement provided to Troy Schools, hereby represents and warrants that, excepts as provided below, no familial relationship exists between the owner or key employee of the Contractor, and any member of the Troy School Board or the Troy School Superintendent. A list of the School District's Board of Education Members and its Superintendent may be found at http://www.troy.k12.mi.us.

List any Familial Relationships:

**Contractor:** 

Print Name of Contractor

By:

Its:

Subscribed and sworn before me, this \_\_\_\_\_ Seal:

day of , 20 , a Notary Public

in and for \_\_\_\_\_ County, \_\_\_\_\_

(Signature) NOTARY PUBLIC

My Commission expires \_\_\_\_\_

# **CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Troy School District's Request For Proposal, the "RFP", hereby certifies, represents, and warrants that the Company and its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by Troy School District as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Troy School District's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

NAME OF COMPANY

NAME AND TITLE OF AUTHORIZED REPRESENTIVE

SIGNATURE

DATE

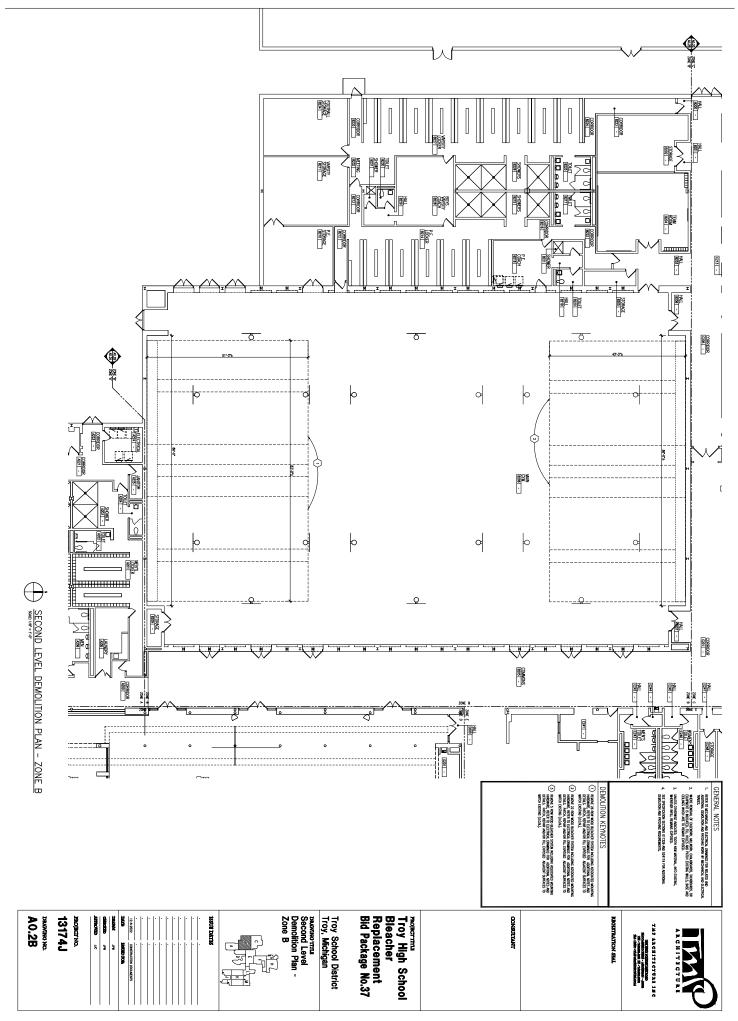
# Acceptance of Proposal

The undersigned agrees to execute a Contract for work covered by this Proposal provided that he is notified of its acceptance within thirty days after the opening of the Proposal.

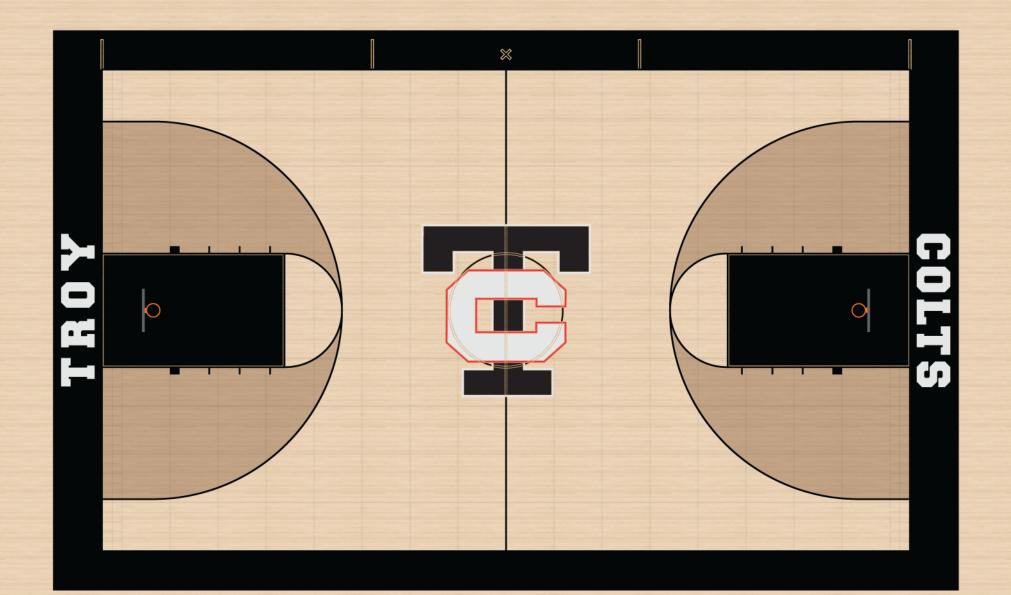
It is agreed that this bid will not be withdrawn until after forty-five (45) days after receipt of bids.

The undersigned affirms that the bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder(s) to maintain the prices of indicated work or prevent any other bidder(s) from bidding the work.

BIDDER'S FIRM NAME			
BUSINESS ADDRESS			
TELEPHONE NUMBER			
CELL NUMBER			
FAX NUMBER			
BY (SIGNATURE)			
PRINTED NAME			
TITLE			
SIGNED THIS	DAY O	F, 2	0
E-MAIL ADDRESS			



# TROY HIGH SCHOOL FLOOR LAYOUT







OGO NG INFORMA "TC" LOGO SIZED AT 18' TALL X 17.6' WIDE "TROY" LETTERINGS SIZED AT 3.5' TALL X 16' WIDE "COLTS" LETTERING SIZED AT 3.5' TALL X 16' WIDE (LOGO HAS 1/2" NATURAL BREAKS BETWEEN COLORS)

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#### SECTION 1 --- WOOD GYMNASIUM FLOOR REFINISHING

# PART 1-GENERAL

#### **1.1 DESCRIPTION**

A. This document specifies a wood strip athletic floor system consisting, in general, of wood subflooring, maple flooring, vapor retarder, vertical restraints (system specific), sanding, sealers, finishes, game lines, and wall base.

#### **1.2 QUALITY ASSURANCE**

- A. Installer Qualifications
  - 1. The flooring contractor shall be an accredited installation company with MFMA Accredited Installer(s) on-site for the duration of the wood floor installation.

#### **1.3 WORKING CONDITIONS**

- A. HVAC System shall be operating in balance at levels and conditions consistent with those during permanent occupancy.
- B. Permanent heat, light and ventilation shall be installed and operative during and after installation, maintaining a temperature range of 55° F (13 ° C) to 75° F (24 ° C) and a relative humidity range that changes no more than 15% from low to high humidity levels.

#### **1.4 WARRANTY**

A. Contractor shall warrant the flooring materials to be free from manufacturing defects for a period of one year from the date of substantial completion. This warranty does not cover floor damage caused by conditions beyond our control, such as fire, wind, floor surface chemical action, faulty maintenance, improper ventilation, faulty construction of building, Act of God, ordinary wear and tear, excess moisture and excess dryness, separation of concrete slab, settlement of walls, failure of floor if not installed properly.

#### **PART 2-PRODUCTS**

#### 2.1 MATERIAL

- A. Finish material shall be Hillyard and shall be applied according to finish manufacturer's instructions.
- B. Apply two coats Hillyard Basecoat II Water Based Gym Floor Sealer
- C. Game line paint shall be Bona Court Lines.
- D. Apply one coat Hillyard Basecoat II Water Based Gym Floor FinishE. Apply one top coat Hillyard 1907 Water Based Gym Floor Finish.
- F. Substitutions not permitted.

#### PART 3-EXECUTION

#### 3.1 INSPECTION

- A. Contractor shall inspect entire floor work area prior to starting any work.
- B. Any concerns or issues shall be brought to owner's attention prior to starting any work.
- C. All electrical outlets, a/v sockets & sport inserts shall be protected throughout the project and cleaned as part of final completion.

#### 3.2 FLOOR SANDING

- A. Machine sand with coarse, medium and fine paper to a smooth, even and uniform surface.
- B. Remove sanding dust from entire surface by tack and vacuum.
- C. Refer to MFMA sanding and finishing guide for procedures.

#### **3.3 FINISHING**

- A. Inspect entire area of floor to ensure that surface is acceptable for finishing, completely free from sanding dust and perfectly clean.
- B. Apply seal and finish per finish manufacturer's instructions.
- C. Buff and clean floor between each coat or as necessary.
- D. Paint & Stain floor layout & game lines as shown on drawings, between seal coats or when applicable.
- E. Game line paint shall be compatible with finish.

#### 3.4 MAINTENANCE

A. Upon completion of floor installation, the owner, attendants or individuals in charge and responsible for the upkeep of the building are to see that the care and maintenance instructions outlined within the provided MFMA Maintenance Manual are followed.

#### END OF SECTION

# **RESILIENT WALL BASE**

# Vent Cove Wall Base

#### 1. PROPRIETARY PRODUCT/MANUFACTURER

- 1.1. Proprietary Product: Resilient Vent Cove Wall Base
- 1.2. Manufacturer:

Tarkett	Phone:	(800) 899-8916
30000 Aurora Rd.		(440) 543-8916
Solon, Ohio 44139	Tech:	Ext 9297
Web: www.tarkettna.com	Samples:	Ext 9299
E-mail: info@johnsonite.com		

- 1.3. Proprietary Product Description:
- 1.3.1. Construction: Johnsonite Vent Cove Wall Base is manufactured from a homogeneous composition of 100% synthetic rubber, high quality additives, and colorants designed specifically to meet the performance requirements of ASTM F-1861, Type TS, Group 1 (solid) Standard Specification for Resilient Wall Base. Vent Cove Wall Base is designed for hardwood floating floor constructions and is equipped with vertical, semi-circular vents along the back side of the wall base to ensure proper air circulation under the floor and permits free expansion of the floor. Outside corners with 3 11/16" (9.37 cm) returns are available.
- 1.3.2. Styles:
  - Specify Wall Base M-900 for Black or M-901 for Brown
  - Size: 4" (10.16 cm) high by 5/16" (7.94 mm) thick coved profile with a 3" (7.62 cm) long by 3/8" (9.53 mm) thick toe. Back surface grooved with vertical semi-circular (5/32" radius) vents (15 vents per 4 ft. length).
  - Length: 4' (1.22 m) Packaging: 16 lengths per carton
  - Outside corners available: CO-910 for color Black or CO-911 for Brown with 3 - 11/16" (9.37 cm) returns.

#### 2. PRODUCT PERFORMANCE AND TECHNICAL DATA

- 2.1. Hardness: ASTM D 2240 Not less than 85 Shore A
- 2.2. Fire Resistance: Meets ASTM E 648 Class I
- 2.3. Meets or exceeds the performance requirements for resistance to heat/light aging, chemicals, and dimensional stability when tested to the methods as described in ASTM F-1861.

# **Product Specification**

## 3. INSTALLATION

See vent cove wall base installation instructions for complete details.

#### 3.1. Adhesives:

- Tarkett 960 Adhesive: Coverage: Porous Substrate: 200-250 linear ft. per gallon
- Tarkett 946 Premium Contact Adhesive: Coverage: Non-porous Substrate: 24 to 36 sq. ft. per 1 kilogram unit 144 to 215 sq. ft. per 6 kilogram unit

#### 4. AVAILABILITY AND COST

Available through authorized Tarkett distributors nationwide.

#### 5. WARRANTY

Limited 2 year warranty. For complete details, contact Tarkett or an authorized Tarkett distributor.

#### 6. MAINTENANCE

72 hours after installation is completed, initial maintenance procedures must be implemented in accordance with manufacturer's requirements. Refer to Vent Cove Installation and Maintenance Instructions for complete maintenance details.

#### 7. TECHNICAL SERVICES

Samples: Submittal samples for verification and approval available upon request from Tarkett. Samples shall be submitted in compliance with the requirements of the contract documents. Accepted and approved samples shall constitute the standard materials which represent materials installed on the project.

For current Installation and Maintenance Instructions, Product Specifications, and other technical data, visit us on the web at www.tarkettna.com or contact Tarkett at 1-800-899-8916.



Technical Services Department 30000 Aurora Road, Solon, Ohio 44139 (800) 899-8916 ext 9297 Fax (440) 632-5643 email: info@johnsonite.com www.tarkettna.com



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