

**SUWANNEE COUNTY PUBLIC SCHOOLS
INSTRUCTIONS TO BIDDERS
CONCRETE MODULAR AND TYPE IV MODULAR FACILITIES**

I. INTRODUCTION:

A. CONTRACT SERVICES:

This is a Request for Proposal (“RFP”) for a firm or firms (the “proposer”) to provide TYPE IV MODULAR AND CONCRETE, MULTI-STORY, EHPA MODULAR CLASSROOMS AND OTHER MODULAR FACILITIES for Suwannee County Public Schools, Florida (the “District”).

Suwannee County Public Schools, hereinafter referred to as the District, wishes to receive proposals for the selection of multiple qualified firms to provide rental and the purchase of complete; manufactured, delivered and installed enhanced hurricane protection shelter-grade (EHPA) concrete modular classrooms and other modular and concrete modular facilities to the District for a base period of THREE (3) years. In addition, both parties may extend this contract at the conclusion of the base period for FIVE (5) additional one (1) year periods at the same terms and conditions, or as negotiated, if mutually agreeable. Services may commence as early as fifteen (15) calendar days after award by the Board.

The proposer(s) will be notified when the Board has acted upon the recommendation. All costs for this service shall be firm for the term of this contract, or as herein addressed. The awardee(s) agrees to this condition by signing their proposal. The term of this contract shall be subject to the cancellation and/or termination provisions of this RFP.

The proposer(s) may provide a new list of additional services and products, or new products, with the then subject proposed costs to the District, after the time of award, for the District’s consideration and approval. The cost of the original services and products may be adjusted annually upon mutual agreement between awardee(s) and district.

Effective July 5, 1990, State Board of Education Rule 6(1)-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids/RFQs. Please be advised that other school districts, community colleges, state universities or other state agencies may make use of the bid/RFQ at the same prices and conditions.

Suwannee County Public Schools supports the Americans With Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans With Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

B. SCOPE OF SERVICES:

1.0 FABRICATION & DELIVERY/INSTALLATION: The awarded firm(s) will design and fabricate (or have fabricated factory direct), deliver and set in place (or have delivered and set in place) in accordance with the Florida Building Code 2001, the Florida Department of Community Affairs (DCA) and Terms and Conditions, and specifications of this document, or approved revisions thereof, of the modular and or concrete modular units herein addressed. Firm(s) will prepare the foundations for the unit(s) and set the unit(s) complete, including proper tie down when applicable, on District prepared site(s). THE AWARDED FIRM MAY DESIGN AND PERFORM SITE WORK AND MAKE UTILITY CONNECTIONS ON A “BID COST” PLUS 15% OVER HEAD AND PROFIT BASIS AT THE OWNERS REQUEST. HOWEVER, NO SITE DESIGN, PREPARATION OR SITE FINISH WORK OF ANY KIND, EXCEPT FOR THE UNIT PRICES REQUESTED, IS TO BE INCLUDED IN THE PRICING AT THIS TIME. The intent of specifying site work in this RFP is for the proposer(s) to provide an assessment of each site and provide a detailed cost proposal for the necessary design and site work for review and approval by the District before any design or site work begins. Each site will be reasonably level and

accessible to the firm's equipment, and of a sufficient density to permit operations thereon. All work is to be done in accordance with Florida Statutes, Florida Building Code 2001, DCA requirements and the specifications of this bid.

If during the term of the contract; the manufacturer develops new products, or changes to the specifications are required by the District, Department of Education, the Florida Building Code, or any regulatory agency, the District reserves the right to request the awarded vendor(s) to make the changes to the modular unit designs and to negotiate the addition or deduction in the cost of the units. All changes shall be in writing by an authorized representative of the District. During the course of the contract, alternative modular buildings / classrooms , accessories, options, and additional services maybe offered by the awardee(s) and negotiated by the District on a rental or cost plus overhead and profit basis. . The awarded vendor(s) and the District may enter into negotiations for the rental or purchase of these special units. During the course of the contract, alternative modular buildings and new products may be developed by the vendor(s) and offered to the District with the cost of such items and/or services for the District's consideration and possible incorporation into the work as approved by the District.

Under this contract, any of the units specified herein, may be rented by the District for a 12 month time period at the price bid by the awarded vendor(s). Rental period extensions may be negotiated between vendor(s) and the District.

- 2.0 PERMITS & APPROVALS: It shall be the responsibility of the District to arrange for, and to pay for the cost associated with, any and all permits, local governmental approvals, certificates of occupancy compliance or any other local requirement for the installation of the units. This includes any responsibility for site permits and the arrangements or costs associated with installation or connection of any utility services, which shall be the responsibility of the District. It is the responsibility of the awarded firm(s) for all arrangements, designs, permits or costs associated with the fabrication, delivery and installation of the units. The awarded firm(s) will provide the foundation design work necessary for the site permit applications and if chosen to perform site preparation shall also provide the necessary site design drawings.
- 3.0 APPROVED DRAWINGS: The awarded firm(s) shall have complete drawings, signed and sealed by an Architect (licensed in the State of Florida), of the units bid, as required to comply with the above codes and certification requirements; the drawings shall be submitted to the District for final approval after the award, together with other site plans, shop drawings or details, along with color selections, etc., as may be required by the District. No fabrication or other work shall commence prior to the receipt of the District's approval and purchase order.
- 4.0 ASBESTOS: The awarded firm(s) shall certify that the units being supplied do not contain any asbestos.
- 5.0 NEW UNITS: The awarded firm shall warrant that purchased modular units shall be "NEW" (unused) and constructed in accordance with the latest FBC at the time of issuance of the Purchase Order. The firm(s) further warrants the units to be free from defective workmanship and material for a period of one (1) year from acceptance by the District.
- 6.0 IDENTITY PLATES: The awarded firm(s) shall provide on each unit, at a location to be agreed upon with the District, a permanent identity plate, which contains the following information:
Manufacturer of unit with address of manufacturer, serial number(s), and date of manufacture.
- 7.0 INSPECTIONS: The awarded firm(s) shall provide certifications to the District, from the Department of Community Affairs (DCA), and certified state threshold inspections as required by law, that each building has been inspected and is in compliance in all respects with the requirements of FBC 2001, this document, and the approved sealed drawings, insofar as unit fabrication is concerned. A qualified person, as a licensed building official/inspector under part XII of Chapter 468, Florida Statutes may conduct all document reviews and inspections at the DCA approved manufacturers plant per the FBC 2001. Said inspection certifications shall include the unit's serial number(s), date of manufacture, and shall be presented to the District prior to application for final inspection.

- 8.0 QUALIFICATION OF FIRM(S): The awarded firm(s) shall be experienced in the design, construction of, and the handling of modular buildings. Prior to receiving a purchase order or contract; the awarded firm(s) must demonstrate that they are properly licensed State Certified Building Contractors, State Certified General Contractors, or properly qualified "Registered" contractors in same categories, with current certifications by the State of Florida, all in accordance with Florida State Statutes, Chapter 489, part 1, July, 1979, as amended.

It is intended that these modular unit(s) be fabricated by a manufacturer(s) who will have a certification as an approved builder of commercial (non-housing) structures under the provision of the Florida Manufactured Building Act, Chapter 553, FZS. Buildings delivered to the District's site for installation and erection by the awarded firm(s), shall be installed in accordance with manufacturer's standard instructions.

- 9.0 WORK PAPERS: In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s), at the end of this period. Destruction of said work papers shall be at the awarded firm's expense.
- 10.0 These documents constitute the complete set of specifications, requirements, and/or proposal forms.
- 11.0 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.
- 12.0 Document files may be examined, during normal working hours, ten days after proposals have been opened.

II GENERAL INFORMATION:

A. PROPOSER'S LIABILITY:

Bidders are expected to examine the specifications and all special and general conditions, requirements and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district. Failure to follow the instructions contained in the bid for completion of a bid response may be cause for the rejection of a bid.

B. DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS:

Vendors who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered vendors must have an active status in order to be eligible to do business with the Suwannee County Public Schools. Bids received from vendors with an inactive status will be considered non-responsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org. The following guidelines may be helpful:

Sole Proprietorship – Individual: A person doing business under his/her own name, as an individual, is not required to register with the Division of Corporations.

Fictitious Name: A person doing business under a name other than his/her own is required to register with the Division of Corporations.

Out of State (Foreign) Corporations: A business incorporated in another state that does not have an office in the State of Florida does not have to register with the Division of Corporations.

In State Corporations: A business that is incorporated in another state that has an office in the State of Florida or has a subsidiary in the State of Florida, is required to register with the Division of Corporations.

III. INSTRUCTIONS TO PROPOSERS:

- A. Proposals must be submitted in a sealed container, clearly identified as RFP for Purchase of **CONCRETE MODULAR FACILITIES, TYPE IV MODULAR, and ALTERNATIVE TYPE IV MODULAR BUILDINGS**. Sealed proposals will be received until 2:00 p.m.(EDT) on May 14, 2004 in the Suwannee County Public Schools Superintendent's Office, 702 2nd Street, NW, Live Oak, Florida 32064, attention Mr. Mark Carver. All proposals must be date and time stamped. The official clock for the purpose of receiving proposals is located in the Superintendent's Office. Proposals will be opened in this same office after the deadline for receiving proposals. Any proposal received after the deadline indicated above, will be date/time stamped and will not be opened. It is the proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline.
- B. All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- C. Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- D. Proposers should become familiar with any local conditions, which may, in any manner, effect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- E. Proposals not conforming to the instructions provided herein may be subject to disqualification and/or rejection at the sole option of the District.
- F. Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- G. BOARD CONTACT AND ADDRESS INFORMATION:

This RFP is issued by the School District's Maintenance Department. The Maintenance Department is the point of contact with regard to this RFP and all contractual matters related to the services described herein. 702 2nd Street, NW, Live Oak, Florida 32064, Mark Carver; Phone: 386-364-2721, Fax: 386-330-2128.

H. PRE-BID CONFERENCE:

A pre-bid conference will not be held

IV. BID PROPOSALS:

- A. **BIDS RECEIVED BY TELEPHONE, TELEGRAPH, E-MAIL, OR FACSIMILE MACHINES SHALL BE CONSIDERED NON RESPONSIVE.**
- B. Any person requiring a special accommodation because of a disability should notify the Purchasing Department by Fax at least five (5) workdays prior to the bid opening.
- C. PROPOSAL FORM:

Bids must be typed or printed, enclosed herewith and returned in a sealed envelope. **Bids which do not bear the original signature of an authorized representative in ink, will be considered non-responsive.**

D. CORRECTIONS:

The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line-outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

E. BUDGETARY LIMITATIONS:

Suwannee County Public Schools reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

F. AWARDS:

Suwannee County Public Schools reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

G. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), awards may be made under this bid by other governmental agencies within the State of Florida. Such awards shall be governed by the same terms and conditions as stated herein.

H. NONCOMPLIANCE WITH CONTRACT:

It is expected that the service contract will be for the period of specified in 1.0 A & B. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the Suwannee County Public Schools, in accordance with School District Policies and Procedures: Other assessments as outlined elsewhere in this document may also apply.

I. EVALUATION CRITERIA:

Documented poor performance of contractors on previous contracts with the Suwannee County Public Schools or other governmental entity(s) will be considered during evaluation and may be sufficient cause not to award.

J. VARIANCE TO BID DOCUMENTS:

For the purpose of the bid evaluation all bidders are required to meet the minimum specifications detailed herein. Any variance must be of equal or greater value. It will be incumbent upon the bidder to provide proof that any such variance is of equal or greater value. The District shall have the final authority to determine whether or not a variance meets or exceeds these specifications.

K. CLARIFICATION OF BIDS:

Bidders should contact (in writing) any questions regarding this bid to, **Mr. Mark Carver**, by email at **mcarver@Suwannee.k12.fl.us** no later than ten (10) calendar days prior to the receipt of bids. Questions received after that date will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

L. ADDENDA TO BIDS:

From time to time, addenda's may be issued to this bid. Any such addenda will be sent to each vendor who has requested the RFP documents from the school district. Addenda's must be acknowledged on the Form of Proposal in the space provided by the appropriate Addendum Number. Bids received without addendum acknowledgement shall be considered non-responsive.

M. NO BIDS:

A no response will be interpreted as indicating the vendor does not desire to do business with the District and the company name will be removed from consideration for this project.

N. BIDDER'S ERRORS:

Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

O. BID RENEWAL:

This bid may be renewable under the same terms and conditions as the original bid, or as negotiated and mutually agreed upon, for five (5) additional one (1) year periods.

P. BID TABULATIONS:

After approval by the Suwannee County Public Schools, bid tabulations will be available for review in the Maintenance and Superintendent's Offices

Q. NOTICE OF INTENT TO AWARD BIDS:

Once bids are evaluated and a recommendation for award is made by the Finance Department, a Notice of Intent to Award will be posted on the bulletin board in the Superintendent's Office. The recommendation for award is not official until this notice is posted. Bidders are invited to visit the Superintendent's Office to obtain this information.

R. DISPUTE:

Bid tabulations with recommendations will be posted on the bulletin board in the Superintendent's Office. A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3) and School District Policy. The notice must be filed with the Supervisor of Maintenance.

Any person who is adversely affected by the District's decision or intended decision shall file with the Supervisor of Purchasing, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Suwannee County in an amount equal to three percent (3%) of the total estimated contract value, but not less than \$1,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, treasurer's check, bank draft of any national or state bank payable to the School District of Suwannee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which shall be included in the final order of judgment,

excluding attorney's fees. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

S. MINIMUM ORDER:

Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

T. DEFAULTS:

If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the District, as liquidated damages, an amount equal to two percent (2%) of the unit prices times the quantity of each item in question, or \$500.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be two percent (2%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the District for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

Any delivered item(s) failure to conform with specifications as bid shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries may be viewed as default. Delivery on standard rental units is generally expected within 45 days. Delivery on Concrete Modulars is generally expected within 60 days. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

U. INSURANCE:

Proof of the following insurance will be furnished by the awarded bidders to the District. **THE DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES APPROVED BY THE DISTRICT.** The successful bidder shall furnish the District with proof of:

- (1) Statutory Limits of Worker's Compensation in compliance with Florida Statute 440. Employer's Liability Insurance in an amount not less than \$300,000 per occurrence.
- (2) Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- (3) Liability Insurance in an amount equal to or greater than \$1,000,000 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- (4) Liability Insurance equal to or greater than \$1,000,000 per occurrence for property damage caused by passenger automobiles or commercial vehicles.
- (5) Property Damage Insurance for damage other than that described in 4 above in an amount equal to or greater than \$1,000,000 per occurrence. Said property coverage shall provide coverage for all consequential damage arising from the negligent operation of the contractor, a subcontractor, or by anyone directly or indirectly employed by either of them. Coverage shall be on a "BROAD FORM" basis.
- (6) Contractual Liability in an amount equal to or greater than \$1,000,000 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
- (7) Personal Injury Coverage (not bodily injury) in an amount equal to or greater than \$1,000,000 per occurrence.
- (8) Completed Operations Endorsement equal to or greater than \$1,000,000 per occurrence.
- (9) Independent Contractors Endorsement in an amount equal to or greater than \$1,000,000 per occurrence.
- (10) Additional Insured Endorsement: Suwannee County Public Schools shall be named as an additional insured on all policies that are required by these specifications.
- (11) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(12) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverage's: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

(13) Indemnification shall be in accordance with F.S. 725.06.

(14) PROFESSIONAL LIABILITY: The awarded bidder shall procure and maintain Professional Liability Insurance for the life of this contract/agreement. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000.00 with a deductible not to exceed \$25,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded bidder holds harmless the School Board of Suwannee County Public Schools and each officer, agent and employee of the School Board of Suwannee County Public Schools against all claims, against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded bidder or anyone employed by the awarded bidder.

V. SAFETY STANDARDS:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All specified concrete units shall meet the requirements for Enhanced Hurricane Protection Areas (EHPA) as specified in the 2001 Florida Statutes.

W. MATERIAL SAFETY DATA SHEETS:

Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS), in accordance with Florida Statutes Chapter 442.106.

X. NOTIFICATION OF AWARD:

After award by the District, the Purchasing Department will issue official award or non-award letters to all bidders.

Y. TAX EXEMPTIONS:

When purchasing directly from a supplier District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request. The proposer may request that the owner provide up to two separate purchase orders so that the District may take advantage of the tax savings program.

V. FORMS:

A. PUBLIC ENTITY CRIMES CERTIFICATE:

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

B. DRUG FREE WORK PLACE CERTIFICATION:

In accordance with Florida Statute 287.087, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the District for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

C. **FEDERAL DEBARMENT CERTIFICATION FORM:**

As required by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017 Section 3017.510 and/or 34 CFR Part 85, Section 85.510, Participants Responsibilities, a sworn statement is enclosed for proper completion and return with the bid for prospective participants in lower tier covered transactions for any single contract or single purchase order in excess of \$100,000.00.

VI. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

- A. Awarded proposers shall, in addition to any other obligations agree to indemnify the District to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, their agents, officer, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or liens, claims or actions made by the contractor or any subcontractor or other party performing the work.
- B. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
- C. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the proposer(s).
- D. The Indemnification/Hold Harmless provisions shall survive the termination of any contract with the School Board.

VII. **INTELLECTUAL PROPERTY RIGHTS:**

- A. The proposer(s) will indemnify and hold harmless, the District from liability of any nature or kind; including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or un-patented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the proposer(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work.

This article will survive the termination of any contract with the School Board.

VIII. **SUB-CONTRACTS:**

- A. Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.
- B. The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in subcontractors or sub-proposers require prior School District written approval.

IX. **AGREEMENT:**

- A. The RFP, the proposal, and negotiated terms will constitute the complete agreement between the proposer and the District. If the proposer requires an additional contract, then the proposer(s) should include their sample contract as an attachment to the proposal submitted for review.

X. JOINT PROPOSAL:

- A. In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

XI. FUNDING OUT/TERMINATION/CANCELLATION:

- A. Florida School Laws (Section 237.161, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- B. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- C. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful proposer(s). Such prior written notice will state:

- 1.0 That the lack of appropriated funds is the reason for termination, and
- 2.0 Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- 3.0 This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
- 4.0 The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

XII. PERFORMANCE AND PAYMENT BONDS

- A. At the District's discretion it may require, within 10 days from notice of award of bid, the successful bidder (Primary, by type of building) must submit to the District, a satisfactory performance bond executed by the bidder and a Surety Company in an amount equal to fifteen (15%) percent of the bid award. (The bid award will be based, among other items as specified, upon the total number of modular units the District will annually lease from the vendor upon review of the submitted bid documents and evaluation of the bid package.) The performance bond submitted is to serve as security for performance of contract. If the seller (the successful bidder) fails to comply in full with these specifications and/or render any services, as noted therein, during the period of this contract, the District reserves the right to cancel this award and its attendant purchase order and

revoke this performance bond. A Certified or Cashier's Check in the amount of 15% of the bid will be acceptable. (A personal or business firm check will not be acceptable.) Upon satisfactory bidder for an item or items for an amount of two thousand dollars (\$2000.00) or less, a performance bond will not be required.) Alternate vendors recommended for award shall not be required to submit a performance bond until an actual purchase order has been issued to the alternate vendor. The same performance bond terms and conditions as stated above will apply to the alternate vendors. The performance bonds shall remain in effect throughout the term of this contract and any extensions periods.

XIII. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:

- A. The District reserves the right to retain all copies of the bidders' proposals and associated documentation submitted. Under Florida's public records laws, sealed bids or proposals received by the District pursuant to invitations to bid or requests for proposals may only be kept confidential until such time as the District provides notice of a decision or intended decision within ten (10) days after the bid or proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the bid documents could be detrimental to its business, the vendor should notify the District and cite the governing statute, which exempts such material from public scrutiny.

XIV. BID QUANTITIES:

- A. At this time the District estimates a need for two (2) units.

XV. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

- A. All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

XVI. MINIMUM ELIGIBILITY REQUIREMENTS:

- A. Prior to the district placing any orders under this contract the successful awardee(s) shall:
- 1.0 Be a properly Certified or Registered Contractor;
 - 2.0 Designate the Architect-of-Record;
 - 3.0 The manufacturer of units shall be certified as a builder of commercial structures by Florida DCA;

XVII. EVALUATION AND AWARDS:

- A. RFP's are received and publicly opened.
- B. The Evaluation Committee, will convene, review and discuss all proposals submitted.
- C. The Evaluation Committee will assign points in the evaluation of the written proposals and recommendation process in accordance with the evaluation criteria listed in the Evaluation Criteria. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside

consultants or advisors. The Evaluation Committee will in turn assign points rating the proposals. From this, the Evaluation Committee may select the best firms, for Oral Presentations.

- D. A selected group of firms may be required to make an oral presentation to the Evaluation Committee. Such a presentation will provide an opportunity for the proposer(s) to clarify their understanding of the District's requirements and to ensure that the District understands their offer. The presentations will be evaluated based on the criteria listed below. See Evaluation Criteria.

If presentations are required, they will be made at the Suwannee County Public Schools District Office, 702 2nd. Street NW, Live Oak, FL 32064. The Selected Vendors will be invited to make a thirty (30) minute presentation to be followed by a question and answer session of approximately fifteen (15) minutes in length. The Maintenance Office will schedule any necessary presentations.

- E. The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer(s). If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer(s), the Committee reserves the right to enter into negotiations with the next highest ranked proposer(s) and continue this process until agreement is reached.
- F. Each proposer will be ranked based on an analysis of their proposal, experience and costs. A maximum of 100 points will be awarded based upon the bid proposal, experience and oral presentation of the proposing firm. The following items will be considered:

RFP Proposal Evaluation Criteria	Weighted Value
Delivery Schedule for all modular buildings required	30 points maximum
Financial strength of bidder	20 points maximum
Experience of bidder	15 points maximum
Warranty Program	15 points maximum
Scope of Product Line	10 points maximum
Client References	10 points maximum
TOTAL NUMBER OF POINTS:	100 points maximum

Each proposer, invited to give an Oral Presentation, will be ranked based on an analysis of the following:

Oral Presentation Evaluation Criteria	Weighted Value
Delivery Schedule for all modular buildings required	30 points maximum
Financial strength of bidder	20 points maximum
Experience of bidder	15 points maximum
Warranty Program	15 points maximum
Scope of Product Line	10 points maximum
Client References	10 points maximum
TOTAL NUMBER OF POINTS:	100 points maximum

- H. The District reserves the right to accept or reject any or all proposals.
- I. The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.
- J. The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- K. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.
- L. The District reserves the right to further negotiate any proposal(s), including price
- M. An award to multiple vendors for the same line items is expected. The District reserves the right to place orders with those supplier(s) that are most capable of meeting delivery and service needs at the best price.
- N. The Purchasing Department will prepare and submit its recommendation as an agenda item to the Superintendent.
- O. The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- P. The School Board will award or reject any or all proposal(s).

XVIII. LEGAL REQUIREMENTS:

- A. It shall be the responsibility of the proposer(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- B. Proposer(s) doing business with the district are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

XIX. FEDERAL AND STATE TAX:

- A. The District is exempt from federal and state taxes for tangible personal property. The Purchasing Director will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

XX. CONFLICT OF INTEREST:

- A. All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

XXI. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

- A. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.

- B. The proposer may assign payments under this contract or agreement with prior written notification of the School District.

XXII. POSSESSION OF FIREARMS:

- A. Possession of firearms will not be tolerated on School District property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun.
- B. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- C. If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School District project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School District shall be terminated.

XXIII. SPECIFICATIONS FOR CONCRETE MODULAR FACILITIES:

A. ARCHITECTURAL DESIGN CRITERIA

The following establishes, though not by way of limitation, the general criteria for the design and construction of concrete modular buildings, the adaptation of the same to a specific site, and connection requirements of all utilities, including telecommunication system to the concrete modular buildings and Enhanced Hurricane Protection Areas (EHPA) as specified in the 2001 FBC. These criteria (together with the Terms & Conditions) define the scope of the work of the Bid for the fabrication, delivery, installation at the site, and all site work, utilities and systems work, and hook up of the concrete modular buildings.

- 1.0 THE SITE. The scope of work includes concrete or masonry piers and foundations, transportation of unit(s) from factory to the site, installation, set-up, blocking, leveling, and tie-down. The District shall perform soil borings and percolation tests with reports and recommendations, and approve all site preparation prior to beginning work on the site.
- 2.0 BUILDING CODE. Design and construction of the modular buildings shall abide by the Florida Building Code 2001, (FBC 2001), and applicable referenced codes, rules, and regulations. Special attention shall be given to SECTION 428 MANUFACTURED BUILDINGS in the referenced Code and Florida House Bill 219, 2000 for the new process for the construction of new modular facilities. The modular manufacturer is responsible for submitting all required plans and fees to the Department of Community Affairs for review and approval. Comply with the Enhanced Hurricane Protection Areas (EHPA) as specified in SREF and the Florida Statutes.
- 3.0 CONCRETE MODULAR BUILDINGS:
 - 3.1 The modular buildings shall be non-combustible Type IV construction per FBC 2001 Paragraph (26)(c). The units requested SHALL HAVE CAST CONCRETE WALLS AND FLOORS. Multi-story units shall be non-combustible Type IV protected construction where required by FBC 2001.
 - 3.2 The building structure shall be constructed of reinforced concrete walls, with reinforced concrete or light gage metal framed roof structure meeting the requirements of an EHPA facility. Second floor units may have composite floor systems meeting the requirements of the FBC 2001. A 6 mil. polyethylene vapor barrier shall be provided beneath any concrete floor slab on

- grade. The roof structure shall be designed to span from exterior wall to exterior wall so that there will be no interior columns, and there shall be no exposed structural fasteners in the finished product.
- 3.3 Exterior walls shall have thermal insulation with a minimum R-13 value, and a vapor barrier with a maximum perm rating of 1.0. The vapor barrier is to be placed on the warm side of the wall insulation. Cementitious siding reinforced with cellulose fiber, e.g., Hardiplank siding, with painted finish may NOT be used on the exterior face of the wall in lieu of cast concrete.
 - 3.4 The roof structure shall be designed to support the live load stipulated in FBC 2001, Paragraph 1604.6.1 and the District's Structural Design Criteria. It shall have a minimum slope of 1/4" per foot, and a maximum 3" per foot. The roof deck thermal insulation with minimum R-23 value shall be provided with a vapor barrier at the exterior face. Roofing shall consist of a fully adhered reinforced single-ply membrane or 3-ply (base, inner-ply and granulated cap sheet) modified bitumen membrane system. Roofs shall be drained by means of gutters and downspouts, which may be connected to underground storm drain.
 - 3.5 Exterior envelope of structure, including doors and windows, shall be resistant to large missile impact per FBC 2001, Paragraphs 1606.1.4 and 2405.3. Per FBC Chapter 4, Section 423, provide natural light equivalent to 8% and ventilation requirements with operable glazing and doors openings equivalent to 5% of the floor area in all classroom and administrative modular units. Provide windows at the ends of the dining multi-purpose room unit, Type SF-5. Door (or doors) may account for only half of the ventilation requirement. Comply with the Enhanced Hurricane Protection Areas (EHPA) as specified in SREF and the Florida Statutes. Provide appropriate impact resistant window units. Submit product-testing documentation. In lieu of impact resistant windows, units with integral, impact resistant, operable, aluminum louvers may be submitted as a line item alternate. One exterior door shall be provided in each first floor classroom and administrative unit and the cost for this exterior door, located at a diagonally opposite corner of the classroom spaces, shall be submitted in the RFP as a line item alternate. Four doors are to be provided in the multi-unit dining/multi-purpose room buildings located as directed by the District, and compliant with NFPA 101 Life Safety Code.
 - 3.6 Flooring in classrooms and dining spaces shall be vinyl composition tile (VCT). The flooring in individual and group toilet rooms shall be ceramic tile with a ceramic tile base. Floors in administrative office spaces shall be carpeting. When carpet is used, provide a 5' wide by 4' deep area VCT flooring or other sand trap item at entry door(s).
 - 3.7. Interior wall surfaces shall be painted 5/8" gypsum wallboard in classrooms and administrative office spaces. Individual and group toilet rooms shall have an impervious finish the full height of the wall. Sheet finish material, e.g. fiberglass reinforced panel (FRP) laminated on gypsum wallboard substrate is acceptable.
 - 3.8 Ceilings in classrooms, dining rooms and administrative office spaces shall be suspended 2' x 2' acoustical tile system. To avoid sagging, the acoustical ceiling panels shall be of the type, which is resistant to humidity. Ceilings in single and group toilets shall be painted moisture resistant gypsum wallboard. The height of all ceilings shall be 9'-0" above the finish floor except that ceilings in single person toilet rooms may be 8'-0" above finish floor.
 - 3.9 Sanitary fixtures, which shall be provided and installed by the vendor, and toilet accessories, which shall be provided and installed by the District, shall be installed in compliance with the Florida Accessibility Code for Building Construction (FACBC), supplemented by the Architectural and Transportation Barriers Compliance Board's *Building Elements Designed for Children's Use*. Blocking and reinforcement necessary to support the toilet accessories shall be included in the scope of work of this proposal. Lavatories in steel stud partitions of concrete buildings shall be wall hung with appropriate backing, with adjustable height of 31" for Kindergarten through 5th grade (K-5) toilets, and 34" for adult toilets. Water closet rough-in openings on the toilet room floor shall be elongated, with attendant tolerances, to permit the fixture to be installed a minimum of 16" and a maximum of 18" from the side wall to the

centerline of the sanitary sewer connection, respectively, for K-5 and adult sanitary facilities. Paper towel dispensers will be provided in all single person toilet rooms. Electric hand dryers in group toilet rooms shall be provided as an alternate line item bid option.

- 3.10 Provide built-in instructional aids and cabinets in each of the classroom units as follows.
 - 3.10.1 2-Marker boards 4' high X 8' long with continuous map rail and map hook.
 - 3.10.2 1-Tack boards 4' high X 4' long.
 - 3.10.3
 - 3.10.4 1-pair projection screen brackets, ceiling suspension system type, for 60" X 60" screen. Screens shall be provided by the District.
 - 3.10.5 Provide blocking in wall for optional TV bracket by owner.

- 4.0 CONCRETE MODULAR BUILDING TYPES. The Bidder shall submit in his Bid his price for the types of modular buildings, one line item for each type as required on the Attachment "A" and "B" Bid Forms. The types are classified according to the structural material and by function.

*Restrooms with one water closet and one lavatory, accessible to the handicapped per the Florida Accessibility Code for Building Construction, shall be provided in classroom units for kindergarten through 3rd grade.

Submit as a line item the cost of providing the above listed units with exterior walls designed and constructed with 1-hour fire rating, protected, per FBC 2001 Table 600, Chapter 6.

- 4.1 CONTRACT DOCUMENTS. Drawings and Specifications shall be prepared and submitted to the District's Facilities Department for review and approval within fifteen calendar days following NOTICE OF AWARD. The submittals shall contain the minimum of information set forth by the DISTRICT Division of Facilities and Construction Management's Plan Review and Document Submittal Procedures manual for each of the phases of design for review as follows:
- 4.2 Schematic Design (Phase I) and Design Development (Phase II) documents may be prepared simultaneously, integrated and submitted for review and approval as one set. The submittal shall contain all the information stipulated in the procedures manual for these two phases. The District will then review the drawings, and if warranted, shall issue written comments, which the vendor shall address to the satisfaction of the District before proceeding with the next final phase (III) of design. "
- 4.3 Phase III Construction Documents shall be prepared and submitted for review per Paragraph 4.10 above. Comments, if any, pursuant to the review of the documents by the District shall be issued to the vendor, who shall revise or update the drawings accordingly and respond to each of the comments in writing. Once the vendor has made all the necessary revisions to the Phase III contract documents and responded to the comments, he will resubmit the updated drawings and written response to the District via the Project Manager for verification that all comments have been properly addressed.

Should any of the Phase III comments remain outstanding, i.e., either lacking a response, or not appropriately answered, this process will be repeated as many times as necessary until all issues are responded to the complete satisfaction of the District reviewer(s). Once the Phase III contract documents are approved by the District, the vendor shall submit the final drawings and specifications along with the required filing fees to the Department of Community Affairs for their review and approval in conformance with the stipulations in Section 428, Paragraph 9B-I.009 Design Plan and Systems Approval of the Florida Building Code 2001 and comply with the Enhanced Hurricane Protection Areas (EHPA) as specified in SREF and the Florida Statutes.

Contract documents, drawings and specifications, submitted to the District for review at any given phase shall be complete, and shall show evidence that coordination and quality control has been performed prior to their submission. If any of these conditions are not met, the contract documents will not be reviewed, and shall be returned to the vendor for whatever measures are needed to satisfy these criteria.

B. STRUCTURAL DESIGN CRITERIA:

1.0 General Requirements

- 1.1 Buildings shall conform to all chapters of the 2001 Florida Building Code (FBC), and all referenced codes and standards including and the Enhanced Hurricane Protection Areas (EHPA) as specified in SREF and the Florida Statutes.
- 1.2 The Department of Community Affairs shall approve buildings. The buildings shall require threshold inspections in accordance with Florida Statutes.
- 1.3 Buildings shall be of Type IV construction, and shall be constructed of reinforced cast concrete walls and floors with reinforced concrete roofs or steel framed roofs meeting the requirements of an EHPA facility. Multi-story units shall be Type IV protected construction. Floor systems for second floor units may be composite construction type.
- 1.4 Buildings shall be designed such that the roof spans from exterior wall to exterior wall with no interior supports. Building shall have a completely open interior footprint.
- 1.5 Building roofs shall have a slope of at least 1/4" in 12", and be constructed so that water is directed to the roof edges and shall be able to discharge into a gutter/downspout system.
- 1.6 Design loads shall conform to the following requirements:
 - 1.6.1 25 psf Live Load for all roofs with a slope 1/4" in 12', 30 psf for all other roofs.
 - 1.6.2 40 psf Live Load for Classroom Buildings or Group Toilet buildings.
 - 1.6.3 50 psf Live Load for Administration Buildings
 - 1.6.4 100 psf Live Load for Dining Buildings.
 - 1.6.5 Dead loads shall be the no less than dead load of all the components plus five pounds (allowance for re-roofing).
 - 1.6.6 Basic wind code requirements shall be per ASCE 7-98 Category III (Essential Buildings), with V=wind speed per FBC plus 40mph, 1=1.15 importance factor the meet the requirement of the Enhanced Hurricane Protection Areas (EHPA) as specified in SREF and the Florida Statutes.
 - 1.6.7 Foundations shall be designed for a minimum allowable design pressure of 2500 psf, but may vary based on actual soil conditions.
 - 1.6.7.1 Foundation plan shall be reviewed and updated when necessary for compliance with current code for subsequent installations and relocations of the modulars.
 - 1.6.7.2 Foundation Plan shall show foundations for stand alone installations, as well as for grouped (side by side) installations.
 - 1.6.7.3 Structures that are not structurally stable for uplift and overturning loads in accordance with the FBC, shall utilize tie-downs or similar devices to meet the structural requirements, Minimum requirements for the tie-down strength shall be noted on the drawings. Tie-downs shall be an approved product for use within Suwannee County, Florida.
- 1.7 All steel components or tie down assemblies permanently exposed to the atmosphere or the soil shall be hot-dipped galvanized.
- 1.8 Exposed structural fasteners shall not be utilized.
- 1.9 Foundations for all buildings shall be concrete.
- 1.10 Stem walls, and piers for all buildings shall be "poured-in-place" reinforced concrete. Leveling pads shall be designed by the Engineer of Record.
 - 1.10.1 Masonry piers shall be filled with concrete or grout or otherwise anchored to prevent slippage between blocks or the blocks and the foundations.

- 1.10.2 Masonry or concrete piers that require reinforcement and/or anchorage to foundations shall have all details clearly shown on the drawings.
- 1.11 Provide a 6-mil polyethylene vapor retarder below the slab on grade to top of foundation. Penetrations in retarder shall be protected and repaired per FBC Appendix E, Section 302. Exception: Buildings meeting all the requirements of Appendix E, Section 104.3 shall not require a vapor retarder below the slab.
- 1.12 All concrete used shall have a minimum compressive strength of 3,000 psi, and a maximum water/cement ratio of 0.6.
- 1.13 All structures shall be designed for in-place loads, transportation loads, and erection loads.
- 1.14 All structures shall be designed to meet the impact standard per section 1626 of the Florida Building Code.
- 1.15 Structural Drawings shall be signed and sealed by a Florida Registered Professional Structural Engineer.
- 1.16 Special attention shall be paid to areas that receive shelving, fixtures, etc. - Additional blocking, studs, reinforcements or reinforcing steel shall be installed to stiffen the structural components to withstand the applied loads.
- 1.17 Modular units, designed to be moved on state roads, shall comply with the maximum unit height, length and width requirements of the Department of Transportation (DOT).
- 1.18 Initial Location and Relocation.
- 1.18.1 The District may request relocation of structures periodically. If requested, the contractor shall be responsible for relocation of the types and sizes of structures as detailed on the bid summary sheet.
- 1.18.2 Vendor shall be responsible for disconnecting structures from existing foundation (where applicable). Vendor shall raise and lower modular structure evenly to prevent any cracking and/or other damage. If due to extenuating circumstances, contractor must leave modular structure in a raised position for a period of time, they shall obtain a written waiver of this requirement from District's representative.
- 1.18.3 School district shall be responsible for removal of steps, ramps, and any other attachments to modular structure.
- 1.18.4 In the event of hurricane or strong wind warnings, vendor shall be responsible for ensuring the immediate tie down of all structures not attached to their foundations.
- 1.18.5 Contractor shall properly support modular structures during all phases of loading, transporting and unloading, ensuring minimal structural sag, in any direction, during the process.
- 1.18.6 Upon location and relocation of structures to new site, contractor shall immediately, (within 24 hours) fasten structure to foundation. If due to unforeseen circumstances tie-down cannot be accomplished immediately, contractor shall obtain a written waiver of this requirement from District representative.
- 1.18.7 District will specify the height above the ground level for all structures. Vendors shall properly level all structures' foundations to ensure proper alignment of doors, windows, etc. Shims of not more than 1-1/2 inches maximum will be allowed unless given prior written approval by District.
- 1.18.8 Vendor shall ensure all modular structures, once located, during transportation, or relocated are totally weatherproof. This applies in particular to those separated for transport and subsequently rejoined at the new location. Vendor shall be responsible for correcting any and all damage to unit due to weather.
- 1.18.9 Vendors shall correct any and all damage caused by moving the structures only

after structures have been properly set on new foundations and tied down. In the event damage is such that further damage will be caused by transportation, erection and setting procedures,

- 2.0 Requirements for Concrete Modulars
 - 2.1 Minimum reinforcing shall be as required by structural design.
 - 2.2 Floor, walls, and roof systems shall be reinforced concrete. Roofs may be composite decks and steel framed provided that they meet the requirements for an EHPA facility.
 - 2.3 Pre-cast construction shall be in accordance with (American Concrete Institute) ACI and Pre-Cast Institute (PCI) standards.

C. MECHANICAL DESIGN CRITERIA

- 1.0 HVAC system design, equipment selection and energy conservation shall meet the requirements of the 2001 Florida Building Code, any updates of said Code or any current codes. In addition, follow the 1997 Florida Energy Efficiency Code for Building Construction (FEEC) and the latest editions of the design and application guidelines of the Industrial Ventilation Manual, ASHRAE Handbooks, SMACNA and other accepted authorities including the manufacturers recommendations for installation and service clearances.
- 2.0 The volume of ventilation air for a space shall be in accordance with latest edition of ASHRAE Standard 62-89.
- 3.0 A copy of the engineering heat gain calculations along with a copy of the Florida Energy Efficiency Code for Building Construction (FEEC) shall be provided to the DISTRICT. Data shall be submitted in an 8-1/2"x 11" binder titled "HVAC Calculations" and shall include the project name, project number and date. The HVAC engineering heat gain calculations shall be determined using the outdoor design parameters for the month of MAY and the following design parameters:
 - 3.1 Summer Design Parameters
 - 3.1.1 Indoor Design = 73 Degree Fdb and 50% RH
 - 3.1.2 Outdoor Design = 96 Degree Fdb and 80 Degree Fwb
 - 3.2 Winter Design Parameters
 - 3.2.1 Indoor Design = 69 Degree Fdb
 - 3.2.2 Outdoor Design = 40 Degree Fdb c. Daily Range = 15 Degree Fdb
 - 3.3 Atmosphere Clearness factor =0.90
 - 3.4 Lighting Heat Gain = 1.5 W /SF
 - 3.5 Occupant Heat Gain
 - 3.5.1 Elementary Schools = 200 BTUH Sensible & 150:eTUH Latent (Children) 250 BTUH Sensible & 200 BTUH Latent (Adults)
 - 3.5.2 Middle & High Schools = 250 BTUH Sensible & 200 BTUH Latent
 - 3.6 Occupant Hours
 - 3.6.1 Elementary Schools = 6:00 AM to 5:00 PM
 - 3.6.2 Middle Schools = 6:00 AM to 4:00 PM
 - 3.6.3 High Schools = 6:00 AM to 3:00 PM
 - 3.6.4 EHPA = Minimum of 8 hours in any 24 hour period
- 4.0 The School District shall be responsible to retain a T&B firm to balance the HVAC system to plus 1.0 or minus 5 percent of design values. T&B to be completed to AABD standards by an AABC member only. A copy of the T&B report shall be provided to the District.
- 5.0 Installation of rooftop or ceiling mounted equipment **SHALL NOT** be permitted. This includes

rooftop air conditioning package units, ceiling mounted fan coil units, ducts, piping, conduit, etc.

- 6.0 ENSURE POSITIVE PRESSURE IN the modular unit by allowing a 10 percent positive pressure of the HVAC supply air within the space served. Show CFM values on all supply and the return air openings so that the system can be properly balanced. Pressure Relief by damper only – Exhaust prohibited.
- 7.0 Noise levels due to HVAC unit fan, ventilating equipment, ducts, grilles, diffusers and air system pressure reducing devices shall conform to the RC Noise Rating Procedure outlined in the latest edition of the ASHRAE HVAC Applications, Handbook. Modular unit classrooms shall be designed for a noise criteria range of RC-25 (N) to RC-30 (N). Double wall insulated ducts shall be provided on the first twenty feet of the supply air duct in order to assure compliance with the noise criteria requirements. {<45 DB}
- 8.0 When selecting either HVAC, plumbing or other mechanical equipment, a MINIMUM OF THREE manufacturers complete with selected series types and/or model' numbers shall be provided unless otherwise specified.
- 9.0 HVAC SYSTEM:
- 9.1 The basis of the HVAC design for individual modular classroom units shall be a packaged wall mounted air conditioning unit with an energy recovery enthalpy wheel and hot gas reheat as manufactured by Carrier, Marv-Air or Temp Spec units (chilled water units) and controlled by an integral 24 hour programmable thermostat for Start/Stop, temperature control, etc. of the unit. {No Q-TEX Bard units will be permitted.}
- 9.2 The air conditioning supply fan shall operate continuously during occupied periods in order to ensure 10 percent positive pressure and ventilation requirements within the modular unit served. During the unoccupied periods, the low leakage outside air damper on the packaged wall mounted air conditioning unit shall be fully closed and the toilet exhaust fan (if so equipped) shall shutdown via an electrical interlock to the unit the Start/Stop time shall be as selected by the DISTRICT. In cluster of five (5) or more units, chilled water systems may be used at the request of the District for an upgrade in cost. In clusters of four (4) or less, Split DX systems shall be used.
- 9.3 Typically, modular unit classrooms are nominally 864 SF in size-and designed for twenty-five students plus one teacher requiring approximately 800 to 1000 CFM per classroom with an outdoor air requirement of 390 CFM based on 15 CFM/Person. Therefore in classrooms with ducted systems, use four supply air diffusers of approximately 200 to 250 CFM maximum per diffuser or as the heat gain calculations dictate. Where this is not possible, confer with the DISTRICT Facilities Department Design & Support Section prior to design.
- 9.4 The automatic temperature control (ATC) system shall be a 24 hour programmable, stand-alone, low voltage, electric solid state microcomputer based thermostat with digital display capable of providing optimum Start/Stop, temperature control, etc. The thermostat shall be factory mounted inside the packaged wall mounted air conditioning unit with a remote bulb placed inside the room to prevent tweaking of the thermostat. Only SensorStat (or equal) or DDC Circon (or equal) shall be used.
- 9.5 All HVAC motors, with the exception of fractional HP motors, shall be NEMA standard design; sound rated and –is of the grease lubricated ball bearing type. Motors shall be high efficiency types wound for specified voltage, have a minimum power factor of 85 to 100 percent load and a minimum efficiency of 91.7 percent at 100 percent load per IEEE Test Procedure 112, Method B.
- 9.6 During construction, all HVAC units shall be fitted with 2 inch depth, UL Class 2, medium efficiency, disposable extended area, pleated filters with an atmospheric dust spot (ADS) efficiency of 40-45 percent and an average arrestance of 96 percent in accordance with ASHRAE Standard 52.1-92. The filter shall consist of a water laid micro-fine fiberglass paper

media fabric; media support grid and an enclosing moisture resistant carrier board frame. At the discretion of the District's representative, the unit air filters may be removed and replaced as needed in order to maintain the cooling coil and system clean. Initial resistance of the 2-inch filters shall not exceed 0.50 inches WG at 500 FPM with a recommended final resistance of 0.80 to 0.90 inch WG.

- 9.7 A simplified Sequence of Operation geared to a non-technical individual of high school education explaining the HVAC system operation and corresponding to the actual devices used shall be installed behind a Plexiglas or lexan cover inside the room adjacent to the HVAC unit. The transparent cover shall be permanently anchored to the wall at a height of 5 feet to the bottom of the cover. An electrical schematic drawing of the equipment shall also be provided in a similar manner for use by repairmen during servicing of the equipment.

10. DUCTWORK :

- 10.1 The supply and exhaust air ductwork shall be fabricated of galvanized steel in compliance with SMACNA "HVAC Duct Construction Standards Metal and Flexible". The use of fiberglass duct board for duct construction or exposed fiberglass duct liner is PROHIBITED.
- 10.2 In order to attenuate noise and for flexibility, use UL 181 Class 1 commercial grade insulated flexible duct to connect the supply air diffusers to the supply air distribution duct. Flexible duct shall have a minimum R-value, of 6.0 and be constructed of an aluminum foil laminate inner core liner encapsulating a steel wire helix, factory installed high density fiberglass blanket insulation and a metalized reinforced vapor barrier jacket similar to Omniair Series 1200, Thermaflex MKE or Flexmaster Type 5M. Hard duct drops should only be used when there are no ceilings or as a last option in designs containing ceilings.
- 10.3** Flexible duct shall be one-piece, 8 FOOT MAXIMUM in length and shall not be installed so that it lies on the ceiling or is kinked. Spliced duct IS PROHIBITED.
- 10.4 The supply air ducts in concealed areas shall be fully insulated with fiberglass blanket insulation unless it is constructed of double-wall insulated duct. 12 gauge galvanized steel impale type anchor pins for the fiberglass blanket insulation is PROHIBITED.
- 10.5 The supply air ducts shall be provided with 45-degree shoetap takeoffs with integral volume dampers or round bellmouth spinin takeoffs such as manufactured by Buckley and provided with volume dampers.
- 10.6 Duct sealers such as mastic shall be water-base, fire resistive, non-toxic and compatible with mating materials. Under no circumstances will the use of petroleum-based products be permitted for duct or insulation sealant or adhesive purposes. Mastic sealant shall be applied to all duct transverse joints and longitudinal seams. (Pressure sensitive tapes are prohibited.)
- 10.7 The School District shall be responsible for test and balancing of the system.
- 10.8 For grid type ceilings, the ceiling supply air diffusers shall be 2' x 2' lay-in aluminum louvered types with round necks similar to the Titus TDC-AA, Metalaire Series 5000 or Price AMD. The top panel of the supply air diffuser above the ceiling shall be fully insulated to prevent condensation with the outer edges of the insulation adhered to the ceiling grid with silver foil tape. The use of perforated type diffusers for supply air is PROHIBITED.
- 10.9 Clearance from the acoustical ceiling tile to the bottom of the insulated ductwork shall be a minimum of 6 inches in order to clear light fixtures.

11.0 VENTILATION AND EXHAUST:

11.1 The classroom toilet exhaust fan, when applicable, shall be energized and de-energized via an electrical interlock to the packaged wall mounted air conditioning unit as the toilet is required to be continually exhausted during occupied periods. (Pressure relief by damper only.)

12.0 PLUMBING :

12.1 All plumbing design shall be in compliance with the 2001 Florida Building Code, 1990 American Disability Act (ADA) and the 1997 Florida Accessibility Code for Building Construction (Chapter 553, F.S.) implemented under the 1993 Florida Americans with Disability Accessibility Implementation Act, the U.S. Architectural and Transportation Barriers Compliance Board. and Comply with the Enhanced Hurricane Protection Areas (EHPA) as specified in SREF and the Florida Statutes. Provide bladders for potable water and sanitary waste holding capacity and use during EHPA activities.

12.2 Each horizontal sanitary drainage pipe shall be provided with a cleanout at the upstream end of the pipe.

12.3 Joint connections for joining domestic water pipe shall be FREE OF LEAD. When used, 95/5 solder and flux shall not have a lead content exceeding 02 percent. Threaded connections shall be made with non-lead bearing compounds. Joint connections for gas copper pipe shall be welded or brazed with lead-free solder.

12.4 All shutoff valves installed on domestic water piping in building interiors for pipe sizes less than 3 inches shall be full flow ball valves. The use of gate valves is PROHIBITED.

12.5 PVC piping for the sanitary drain or domestic water systems above the finished floor of the modular unit interior space will be permitted. Below finished floor installation of PVC piping for the sanitary system is approved.

12.6 Plumbing fixtures flows are to be restricted to 2.0 GPM for lavatories and 1.5 to 1.6 GPF for water closets.

12.7 All lavatory faucets shall be provided with laminar flow aerators.

12.8 Provide all classroom toilet lavatories with cold water only.

12.9 All classroom toilet rooms located in grades Kindergarten through Grade 5 shall be provided with standard height (non-ADA), floor mounted, flush type water closets.

12.10 All ADA water closet and lavatory flush valves and self-closing faucets shall be suitable for a maximum of 5 PSI activating pressure and provided with insulated P-traps installed parallel to the wall in accordance with ADA requirements.

12.11 Air admittance valves (aka. Studor vents) used to eliminate venting to the outdoors are PROHIBITED.

12.12 A vent terminal shall be a minimum of 10 feet from any door, window or fresh air intake.

12.13 Mounting heights of the plumbing fixtures will be found in the DISTRICT Architectural Design Criteria.

12.14 T/S self-closing faucets shall be used.

12.14.1 T/S faucets part numbers;

12.14.1.1 B-0805 – Single

12.14.1.2 B0830

12.15 The District prefers Kohler or American Standard Fixtures.

D. ELECTRICAL DESIGN CRITERIA

Electrical systems shall meet the FBC 2001, Chapter 423 (SREF requirements), the Enhanced Hurricane Protection Areas (EHPA) as specified in SREF and the Florida Statutes and include the following:

1.0 POWER DISTRIBUTION SYSTEM:

1.1 Comply with the Enhanced Hurricane Protection Areas (EHPA) as specified in SREF and the Florida Statutes including an emergency electrical power generation system per NFPA 70, Article 700. For all facilities, visit site and determine the present load conditions (max. demand) and provide detailed information on the existing service, including voltage/phases, switchgear, number of conductors, conduit size, etc.

1.2 For existing and for new facilities provide the following information on the working drawing

1.2.1 Power Distribution System: Indicate the following characteristics:

Voltage	Phases	Wires	Ampacity
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1.2.2 Main Distribution:

1.2.2.1 Distribution panel/fusible/breakers.

1.2.2.2 Communications Systems Voltage/Surge Protection:

1.2.2.2.1 Manufacturer – DITEK

1.2.2.2.2 Model No. DTK-120/240, HD Series II

1.2.2.2.3 Manufacturer's address

One DITEK Center

1720 Starkey Road

Largo, Florida 33771

Phone: 800.753.2345

1.2.2.2.4 This device shall be installed at the main power panel/breaker panel service and installed for each modular unit as follows:

1.2.2.2.4.1 All manufacturer's' recommendations for installation shall be strictly adhered to,

1.2.2.2.4.2 The wiring from the power panel to the device shall be the shortest and straightest route possible, and

1.2.2.2.4.3 At no time shall the manufacturer's recommended wiring distance for the device to the main power panel/breaker panel service be exceeded.

1.2.2.3 Short circuit bracing for new switchboards.

1.2.3 Fault Current: Provide fault current analysis in symmetrical RMS amps at specified voltage.

1.2.4 Grounding System:

1.2.4.1 Connect to Building Steel

1.2.4.2. Water system

1.2.4.3 Driven ground system (minimum of 2-3/4" x 10 feet)

Note: Chemical ground rods "XIT" can be considered for those installations where it may be difficult to obtain low resistance values when standard ground rods are used.

1.25 When the modulars are located too far away from an existing building to justify the existing electrical service, provide a separate service drop from the local service provider

1.26 Provide a fenced lockable area grounded per NEC 2.50 to house all electrical and system panels.

1.27 Communication Systems Conduit and Hardware Configuration – The conduit and hardware configuration specified is to be installed in preparation for the communication systems wiring:

1.2.7.1 IDF Closet – Conduit System Installation:

1.2.7.1.1. On the rear wall of each Modular unit, install two (2) – 2” EMT conduit assemblies with no more than 24” of separation between the two (2) conduits. These conduit assemblies shall be installed between the inner and outer walls in the direct vicinity of the IDF closet. One conduit will be for the installation of the Communications Systems feeder cabling and one will be for the Fire Alarm System cabling. Install conduit as follows:

1.2.7.1.1.1 Stub-out the upper end of the two (2) 2” conduits complete with installed couplers and bushings in the IDF Closet above the interior ceiling grid height. Allow sufficient distance between the end of each stub-out and the hard ceiling of the modular unit to enable cable to be pulled in the relative ease.

1.2.7.1.1.2. Terminate the other end of each 2” EMT conduit to the top of its own individual 12 X 12 inch weatherproof metal enclosure with removable access cover. The access cover will face outward with the back of the enclosure, recessed and facing the interior of the modular unit. The metal enclosure shall be mounted at 36” A.F.F.

1.2.7.1.1.3 Both 12 X 12 inch enclosures, when permanently sealed within the modular unit walls, shall be of sufficient depth when installed to extend out the exterior wall of the unit to provide for the installation of the future PVC feeder conduit 2” in diameter.

1.2.7.1.1.4 On the bottom of each 12 X 12 inch metal enclosure, on the exterior portion of the modular unit, install two (2) 2” female PVC couplers with locking nuts for future feeder conduit installation.

1.2.7.1.1.5 The access hole for the enclosure from the exterior into the modular unit shall be properly sealed with an approved sealant.

1.2.7.1.1.6 A pull-string shall be installed in each completed conduit assembly from the enclosure to outside the installed stub-out for owner provided systems cabling.

1.2.7.1.2. Install three (3) – 2” EMT conduit sleeve assemblies complete with couplers and bushings on both ends of each sleeve. Two (2) sleeves shall be for Communications Systems cabling and one (1) shall be for the Fire Alarm systems cabling. Install sleeve assemblies to allow passage of systems cabling. Install these sleeves where reasonably possible in all instances in direct alignment with the IDF closet at the rear of the modular unit as follows:

1.2.7.1.2.1 The installed sleeves shall have a separation of not more than 12”.

1.2.7.1.2.2. The sleeves shall be evenly installed horizontally

between the interior and exterior modular unit wall on both sides and the wall will be at mid-point of the modular when permanently installed.

- 1.2.7.1.2.3. Seal the exterior portion of each of the four (4) completed sleeve assemblies.
- 1.2.7.1.2.4.04 A pull-string shall be installed in each completed sleeve assembly from the interior to the exterior of the modular unit for future cabling installations between connected modular assemblies.

1.2.7.2 Conduit Installation Interior:

1.2.7.2.1 Install one (1) 4' X 8' sheet of marine grade plywood, painted with "white", fire retardant paint, or unpainted plywood specifically identified as "fire-retardant" treated plywood, in each MDF/IDF closet. All plywood installed will be a minimum thickness of not less than 3/4" and install the plywood to the interior of the IDF closet as follows:

1.2.7.2.1.1. The plywood shall be located and installed on the same wall as the feeder conduit from the exterior of the modular unit is installed.

1.2.7.2.1.2 Install the four (4) foot end of the plywood from the bottom of the installed ceiling to just above the finished floor with the eight (8) foot end of the plywood butted to the inside corner of the wall furthest away from the door to the closet.

1.2.7.2.2 Within the IDF closet, on the installed plywood backboard, install two (2), minimum 2", EMT conduit sleeves of twenty-four (24) inches in length and complete with couplers and bushings, installed, on both ends of each sleeve as follows:

1.2.7.2.2.1 The installed sleeves shall have a separation of not more than twelve (12) inches.

1.2.7.2.2.2. The sleeves shall be installed vertically between the upper and lower portions of the interior ceiling and the ceiling grid and will be at mid point of the sleeves when permanently installed.

1.2.7.2.2.3 A pull-string shall be installed in each completed sleeve assembly from above to below ceiling height for future cablings installation.

1.2.7.2.3 Within the IDF closet, on the installed plywood backboard, provide and install the required electrical ground cabling homerun as follows:

1.2.7.2.3.1 From the electrical panel, feeding the modular unit homerun, install one (1) – 1/2" EMT conduit, stubbed out, into the IDF closet. The stub-out shall extend below the installed ceiling a distance of six (6) inches and shall be appropriately secured on the installed plywood backboard.

1.2.7.2.3.2 Within the conduit from the electrical panel feeding the modular unit, install and homerun one (1) #4,

stranded, green jacketed copper ground wire into the IDF closet with a five (5) foot service loop.

- 1.2.7.2.3.3 The EMT conduit carrying the ground wire from the electrical panel feeding the space shall be homerun and grounded from the EMT conduit stub-out with the same size and type of copper conductor as is in the EMT conduit.
- 1.2.7.2.3.4. Install one (1), minimum ¾", EMT conduit sleeve, twenty-four (24) inches in length, complete with couplers and bushings installed on both ends of each sleeve. Install the sleeve within two (2) inches of the previously installed two (2) inch sleeves in the same fashion as previously instructed for the installation of modular unit sleeves.
- 1.2.7.2.3.5 Within the ¾" sleeve, install one (1) homerun, #6, stranded, green jacketed, copper ground wire from the building steel to the interior of the IDF closet with a five (5) foot service loop.
- 1.2.7.2.3.6 Install the #6, stranded, green jacketed, copper, ground wire, from building steel, in the shortest and straightest route possible between both termination points.
- 1.2.7.2.3.7 The ¾" EMT sleeve shall be homerun grounded from both ends of the EMT conduit stub-out with the same size and type copper conductor as is in the EMT conduit. Provide a five (5) foot service loop.
- 1.2.7.2.4 Within the IDF closet, install one (1) 20-amp duplex, clean power, receptacle (black in color) with a stainless steel faceplate. Install the receptacle within twelve (12) inches of ceiling height and directly below the installed two (2) – two (2) inch sleeves.
- 1.2.7.2.5 At each entrance to the modular unit, install two (2) – two and a half (2-1/2) inch deep duplex receptacle boxes for future systems as follows:
 - 1.2.7.2.5.1. 1), minimum ¾", EMT conduit from the two and a half (2-1/2) inch deep duplex receptacle box to stub-out above ceiling height installed complete with coupler and bushing.
 - 1.2.7.2.5.2 Install two and a half (2-1/2) inch deep duplex receptacle box to and within twelve (12) inches of the installed modular unit light switches, which should be at (approximately) 48" A.F.F. or at a location designated by owner.
 - 1.2.7.2.5.3 A pull-string shall be installed in the EMT conduit assembly from the two and a half (2-1/2) inch deep duplex receptacle box to the stub-out above ceiling height for future cabling installation.

- 1.2.7.2.6 Within the modular unit, on both of each individual long “side” walls, install two (2) - two and a half (2-1/2) inch deep duplex receptacle boxes for voice, video, and data outlet installations as follows:
- 1.2.7.2.6.1 On the two (2) modular unit “long-side” walls, evenly divide the open wall space and install the two (2) outlets, for each individual wall, a 1/3 of the way in from both end walls in the space.
 - 1.2.7.2.6.2 At each of the two (2) voice, video, data outlet locations, on each wall, install one (1) - two and a half (2-1/2) inch deep duplex receptacle box at eighteen (18) inches AFF.
 - 1.2.7.2.6.3 Install one (1) – ¾” EMT conduit from each two and a half (2-1/2) inch deep duplex receptacle box to stub-out above ceiling grid height with coupler and bushing.
 - 1.2.7.2.6.4 A pull-string shall be installed in the EMT conduit assembly from the two and a half (2-1/2) inch deep duplex receptacle box to the stub-out above ceiling height for future cabling installation.
- 1.2.7.2.7 Within the modular unit, on both of the “short” walls (front and rear), install one (1) - two and a half (2-1/2) inch deep duplex receptacle box for future voice, video, and data outlet installations as follows:
- 1.2.7.2.7.1 On the two (2) modular unit “short” walls (front and rear), evenly divide the open wall space in half and install the one (1) voice, video, data outlet designated for each individual wall. Install each outlet halfway in from both “long-side” walls in the space.
 - 1.2.7.2.7.2 At each voice, video, data outlet location on each “short” wall, install one (1) - two and a half (2-1/2) inch deep duplex receptacle box at eighteen (18) inches AFF.
 - 1.2.7.2.7.3 Install one (1) – ¾” EMT conduit from each two and a half (2-1/2) inch deep duplex receptacle box to stub-out above ceiling grid height with coupler and bushing.
 - 1.2.7.2.7.4 A pull-string shall be installed in the EMT conduit assembly from the two and a half (2-1/2) inch deep duplex receptacle box to the stub-out above ceiling height for future cabling installation.
- 1.2.7.2.8 Within the modular units, at each of the six (6) installed voice, video, data outlet stub-out locations, install one (1) – 20 amp duplex, clean power, receptacle (black in color) with stainless steel faceplate as follows:
- 1.2.7.2.8.1 When facing each installed voice, video, data

outlet/stub-out box, install one (1) – 20 amp duplex, clean power, receptacle (black in color) with stainless steel faceplate, eighteen (18) inches AFF and on the left side of each of the voice, video, data outlet box.

1.2.7.2.8.2 Each of the six (6) installed, 20 amp duplex, clean power, receptacles, shall, in no instance, be installed more than twenty-four (24) inches from each of the six (6) installed voice, video, data outlet/stub-out boxes.

1.2.7.2.9 As required for specified modular unit installations “only”, install communication systems floor-boxes for future cabling installations. The location of these floor-boxes will be determined by owner and shall be installed as follows:

1.2.7.2.9.1 Floor-boxes for all locations, inclusive of computer labs, multi-purpose rooms, Media Centers, etc. Shall be Walkerbox, Fully Adjustable Floor Box (RESOURCE RFB Multiservice Shallow Steel Recessed Floor Box, Part #RFB4 or RFB4-CI-1 as required). *

* Note: Cast iron box may be required depending on whether or not the slab is poured above or below grade.

1.2.7.2.9.1.1 Cast Iron Configuration:

- a. Floor Box; RFB4-CI-1 - This box come with two (2) brackets for two (2) duplex power receptacles.
- b. Communications Bracket; CILT-2-RT (order one (1) for each box)
- c. Blank; CIH/LT-B (order two (2) for each box)
- d. Aluminum Cover w/flange for installation for VCT; S36BBTCAL (order one (1) for each box.

1.2.7.2.9.1.2. Steel Box Configuration:

- a. Floor Box; RFB4 - This box come with two (2) brackets for two (2) duplex power receptacles.
- b. Communications Bracket; DTB-2-2-RT (order one (1) for each box)
- c. Blank; RFB-B (order two (2) for each box. This one will cover the extra power receptacle location.)
- d. Blank; DTB-2-2-TKO (Do not remove knockouts when used as a blank.)
- e. Aluminum Cover w/flange for installation for VCT; S36BBTCAL (order one (1) for each box.

1.2.7.1.9.1.3 All communication systems conduit to floor-boxes shall be minimum one (1) inch EMT conduit homerun to stub-outs. No looping of conduit between floor-boxes will be accepted.

1.2.7.1.9.1.4. For all installed floor-box conduits, the stub-out above ceiling height shall be, at all times, be complete with coupler and bushing.

1.2.7.1.9.1.4 A pull-string shall be installed in each

conduit/stub-out assemble from the floor-box stub-out above ceiling height for future cabling installation.

- 2.0 LIGHTING: Ensure all new construction complies with this section and the building codes referenced elsewhere in these rules.
- 2.1 Illumination of Means of Egress: Provide illumination of each means of egress under provisions with this rule for every educational plan. For the purposes of this rule, means of egress includes designated stairs, aisles, corridors, ramps, escalators and other passageways leading to an exit.
- 2.1.1 Ensure illumination of means of egress is continuous during the time that the building is occupied. Utilize lighting at such places for such time as required to maintain the illumination to the minimum required foot-candles.
- 2.1.2 Illuminate means of egress at all points including angles and exit door to a minimum of not less than one (1) foot-candle, measured at the floor per NFPA 101.
- 2.1.3 Ensure illumination is from a source of reasonably assured reliability, such as public utility electric service.
- 2.1.4 Arrange illumination so that the failure of any single lighting component, such as the failure of an electric bulb, or the failure of one branch circuit, will not leave any means of egress in darkness.
- 2.1.5 Where electricity is used as a source of illumination of means of egress, make the installation under provisions of NFP A 70, National Electrical Code.
- 2.2 General Illumination: Ensure illumination levels in educational facilities conform to the IES lighting handbook latest edition. Design and circuit illumination so that the failure of any single lighting component; such as an electric bulb, or failure of one branch circuit will not leave any occupied area in darkness.
- 3.0 CLASSROOM LIGHTING:
- 3.1 Ensure the average initial luminance level is not less than 60 foot-candles.
- 3.2 Base the average initial luminance level on a light loss factor equal to the product of the ballast factor (BF) when multiplied by the voltage drop factor (VDF), Voltage drop is normally taken as 3 percent, therefore the voltage drop factor will be $LLF = BF \times VDF = BF \times 0.97$. All other factors shall be taken as one.
- 3.3 Ensure the minimum foot-candle luminance level is not less than forty (40) foot-candles.
- 3.4 The maximum allowable rate of foot-candle levels at task height within any 4-foot distance from one another: two to one (2:1).
- 3.5 Provide a computer luminance analysis printout for every typical classroom layout and special use areas.
- 3.6 Consider surface reflectance as close as possible to actual and properly document.
- 3.7 Base the lamp lumen output on lamp manufacturer published data.
- 3.8 In specific cases, a full visibility analysis might be required in which case visual comfort probability and equivalent sphere illumination must be considered.

- 4.0 EMERGENCY LIGHTING: Provide emergency lighting where required by NFPA 101. In addition provide emergency lighting in group toilets, and student occupied areas.
- 4.1 Suitably illuminate every exit sign by a reliable light source. Provide one exit sign at each exit door. Continuously illuminate externally or internally illuminated signs whether in the normal or emergency power mode.
- 4.1.1 Externally Illuminated Signs: Illuminated by not less than five (5) foot-candles and employ a contrast ratio between letters and background of not less than one to two (1:2).
- 4.1.2 In an internally illuminated sign with translucent letters and an opaque background ensure the average luminance of the letters are a minimum of two (2) foot-lamberts and a maximum of three (3) foot lamberts. Illuminate the letters such that the brightest spot is not more than four (4) times as bright as the darkest spot.
- 4.1.3 In an internally illuminated sign with translucent background and Opaque letters, ensure the average luminance of the background is a minimum of three (3) foot-lamberts. Illuminate the background such that the brightest spot is not more than four (4) times as bright as the darkest spot Ensure the contrast ratio between letters and background is at least one to two (1 : 2).
- 4.1.4 In an internally illuminated sign with translucent background and translucent letters, ensure the average luminance of the brighter portion is a minimum of six (6) foot-lamberts due to internal sources only. Illuminate the background such that the brightest spot is not more than four (4) times as bright as the darkest spot Ensure the entrust ratio between letters and background is at least one to two (1:2).
- 4.1.6 Do **not** install self-luminous or phosphorescent exit signs in educational or ancillary facilities.
- 4.1.6 Ensure illumination of exit sign are at the required level for the emergency lighting for a minimum of 90 minutes. Illumination may decline to 60 percent of the required illumination level after 90 minutes.
- 4.1.7 Internally Illuminated Exit Sign: Illuminated by Light Emitting Diodes (L.E.D.'s) configured in such a way that failure of any one (1) single L.E.D. will not disrupt the continued illumination of the remaining L.E.D. so A Single Face Sign: not consume more than 2 Watts. A Double Face Sign: consume no more than 2 Watts. Ensure the rated average life of the sign is at least 30 years. The sign must be UL-924 listed.
- 4.1.8 Emergency lighting shall consist of a battery pack connected to the room lighting circuit. Emergency lighting shall be connected on line side, not switch leg.

5.0 Conform to the following general illumination requirements:

Space	Average FC
Classrooms	60
Principal's and Assistant Principal's office	60
Offices/Clerical (*)	60 range
Cafeteria/Dining	50
Corridors	30
Computer Laboratories (*) (* *)	30/50 range
Covered Walkways and Connector Walks	5 FC

LEGEND:
 (*)Provide multiple level switching.

(* *) Indirect systems can be considered when ceiling is at 10'-6" minimum. Maximum of 250-foot lamberts with a uniformity ratio of 4:1.

- 5.1 Fluorescent Lamps and Ballast:
 - 5.1.1 Lamps: T-8 (triphosphors) with minimum initial output of 2800 lumens. 4100K GE- Osram - Westinghouse.
 - 5.1.2 Ballasts: Fully electronic integrated circuit. Total harmonic distortion - less than 12 percent THD, crest factor 1.4 or less, Magnatek - Universal - Advance - Motorola - Toshiba.
- 5.2 Bottom of luminaries above finish floor, refer to SREF requirements.
- 5.3 All Other Interior Areas: See IES Application Volume latest edition. Provide luminance computer print out for all rooms/spaces under design.
- 5.4 Provide emergency lighting requirements in all classrooms, public spaces and administration suites.
- 5.5 Provide two (2) luminaries connected to emergency power in each classroom. Automatic switching of emergency luminaries will be allowed when luminaries are back to "on" in the event of power failure.
- 5.6 For Indoor Applications: Do not compute "initial LLF" as "one" (1), but as the product of the "ballast factor" (BF) multiplied by the voltage drop factor (VDF) (minimum 0.97).
- 5.7 The Florida Energy Conservation Manual lists an energy budget for school building interior lighting of 2.0 watts per square foot. If a lighting layout using more than 2.0 watts per square foot is selected, the engineer will be required to submit calculations to show that the entire building does not exceed the 2.0 watts per square foot for energy budget.

6.0 LIGHTING CONTROL:

- 6.1 Install lighting fixtures in instructional spaces so that the light level maybe effectively reduced to facilitate the use of projected visual aids and to allow note taking while the lights are dimmed; or to allow the reduction of artificial illumination when natural illumination is provided. Lighting control shall be placed so that one light switch is by the teacher's desk and the other by the entrance door. Provide switching to obtain two light levels.
 - 6.1.1 Multiple Switching
- 6.2 In order to conserve energy provide one (1) motion detector in each classroom.
- 6.3 Corridors: At breaker panel/contactor/time clock/energy management
- 6.4 Group Toilet Light Fixtures: Controlled by a key switch, or if a custodial closet is provided the switch shall be located in this room.

7.0 ELECTRICAL OUTLETS:

- 7.1 Provide four (4) or more duplex outlets in each instructional space. Consider the use of standard classroom equipment in locating these outlets throughout the space dedicated. Provide additional outlets, where applicable for special equipment.
- 7.2 Provide special purpose rooms with outlets suitable for the special equipment used. Place sufficient outlets and electrical circuits in strategic locations to serve the droplights for localized task lighting.
- 7.3 Ground all outlets. All GFI outlets cannot be downstream protected and shall be 20 amp.

- 7.4 Provide all convenience outlets installed within 6 feet of water supplies wet locations and toilet rooms with a ground fault circuit interrupt protection device (GFI). Where outdoor outlets are provided with direct grade level access they shall be weather proof outdoor GFI.
 - 7.5 Mechanical Rooms: Minimum of one (1). Connect all receptacles to GFI circuits.
 - 7.6 Offices/Administrative Modular: Provide 2 J-boxes per Wall equally spaced along the walls containing one circuit on each J-box. Next to the power J-boxes provide a J-box for data stubbed to the ceiling. Conduit size for data shall be a minimum of 1". Each data J-box shall be sized and contain for 2-1" conduits stubbed to the ceiling. These J-boxes will be used for the future connection of modular furniture. Additionally provide 3 general-purpose duplex receptacles along the long wall and 2 on the short wall. Each wall shall be on a separate circuit.
 - 7.7 Provide grounding conductor in all branch circuits, including lighting and power.
 - 7.8 For every quad of data provide two quad receptacles of power, additionally the computer area shall include an extra duplex receptacle of power and a dual outlet of data for the connection of the printer. Near the teacher's desk there shall be a quad receptacle of power and a dual outlet of data for the teacher's computer. In the administrative areas provide a quad outlet of data and a quad receptacle of power. Additionally provide a general use duplex receptacle for every administrative area.
 - 7.9 All power receptacles for computers shall be surge protected.
- 8.0 FIRE ALARM SYSTEMS:
- 9.8 Consultant: This project includes pull boxes, conduit and pull strings to all fire alarm devices. The District will install appliances.
 - 9.9 Modulares shall be connected to an owner provided panel, which shall report back to the main Fire Alarm Panel in the school. The District will provide this panel. Modular classroom additions shall be connected to the existing school fire alarm system.
 - 9.10 All modulares will be provided with a pull station at each door and a smoke detector.
 - 9.11 All modular classrooms will be provided with horn/strobe to: comply with ADA requirements.
 - 9.12 Group toilets shall be provided with a strobe light and a vandal proof smoke detector. Locate a horn/strobe on the exterior of the group toilet modular to be heard inside. Administrative areas shall be provided with horn/strobes.
 - 9.13 Rooms or Spaces for storage, custodial closets, mechanical, electrical rooms, data/communication rooms shall be provided with smoke detectors.
- 9.0 SPECIAL CONSIDERATIONS:
- 9.1 ELECTRICAL MOTORS:
 - 9.1.1 Ensure motors are energy efficient.
 - 9.1.2 Provide motors with a minimum power factor of 0.85 at 100 percent load:
 - 9.1.3 Motor Efficiency: Comply with IEEE Test Procedure 112, Method B.
 - 9.1.4 Provide motors with a Motor Saver Catalog No. 455 as manufactured by Sym COM, Inc.
 - 9.2 LUMINARIES:
 - 9.2.1 Provide all luminaries above 20 watts, at a minimum of 0.85 power factor.
 - 9.2.2 Base all classroom lighting layout on a luminance-computerized analysis for

- evaluation.
- 9.2.3 Fixtures shall be secured on all four comers to the structure above. Fixtures shall also be screwed to the ceiling grid.
- 9.3 CONTROL PANELS FOR HVAC EQUIPMENT:
 - 9.3.1 Ensure all panels are "UL" labeled or listed. This requirement includes all air conditioning control panels and energy management control panels as well.
- 9.4 ELECTRIC PANELS:
 - 9.4.1 One half (1/2) size or tandem breakers allowed.
 - 9.4.2 When main breaker is required, ensure it is not of the feedback type.
 - 9.4.3 Provide surge protection in all panels.
 - 9.4.4 Electrical panels shall be properly labeled and circuits shall be identified as to use by typewritten directories installed inside the panel door.
 - 9.4.5 Voltage drops for NEC 215-2 shall be calculated using Note 2 of Table 9 of NEC and shall not exceed three percent (3%) of the nominal line voltage.
 - 9.4.6 In classroom modulares provide 120/240V, 60 Hz, 3 wire, single phase with 80 amp main breaker panel with surge suppression, Square D, G.E., I. T .E. or equal. In administrative modulares, dinning room modulares and computer lab modulares provide 200A flush mounted panels with one main breaker and surge suppression.
 - 9.4.7 All receptacles used in the modular units shall be 20 amp.
- 9.5 WIRING:
 - 9.5.1 Provide a grounding conductor in each wiring raceway (conduit, EMT, PVC, etc.)
 - 9.5.2 Ensure all conductors are stranded copper with THHN or THWN insulation according to the application.
- 9.6 Raceways: Ensure all conduits in the cells of a blockwall are rigid galvanized conduit and minimum conduit size shall be 3/4".
- 9.7 All steel frame modulares shall be subject to a Dielectric Strength test on all wiring. The wiring in each modular shall be subjected to a 1-minute, 900 volt, dielectric strength test (will all switches closed) between live parts (including neutral) and the modular ground. Alternatively, the test shall be permitted to be performed at 1,080 volts for 1 second. This test shall be performed after branch circuits are complete and after fixtures or appliances are installed. Exception: Listed fixtures or appliances shall not be required to withstand the dielectric strength test.
- 9.8 All electrical wiring and systems conduit shall terminate in separate 6" x 6" x 4" waterproof metal boxes in a row outside of the unit below the electrical panel. The District will provide the final connection for electricity and systems.
- 9.9 Provide one box 24" x 24" x 6" waterproof metal box next to the system boxes on the exterior of the modular to be used for technology with 2-2" and 1-3" conduit penetration into the modular to be terminated in a 12" x 12" x 4" junction box. The District will provide the final connection for the system. Refer to section 16708 for additional requirements.
- 10. EXHAUST FANS:
 - 10.1 Design all exhaust fans, with the exception of the kitchen hood exhaust fan if applicable, to immediately shut *down* upon activation of the building fire alarm system.
 - 10.2 Toilets and custodian room exhaust fans shall be electrically interlocked to the associated air handler unit. Only as a last resort shall the fan be equipped with a time-delay switch so that the fan continues to operate for a minimum of ten minutes after the light has been turned off.

Ensure any kitchen hoods and ventilation systems are independent of the air conditioning systems.

END OF CONCRETE MODULAR DESIGN CRITERIA

XXIV. SPECIFICATIONS FOR TYPE IV MODULAR FACILITIES:

- A. Within 30 days of award the successful vendor(s) is required to submit plans and documents to DCA for the modular facilities specified herein. The vendor(s) must provide upon delivery to FCPS written proof, which ensures that the unit(s) was inspected and certified by a DCA approved factory Inspector. Each unit shall meet the most recent requirements of the State of Florida Building Code 2001 version and the following minimum specifications:
- 1.0 Be a minimum size of approximately 864 square feet in gross area with either the width or length not less than 24'-0" (this dimension may be approximated to allow for manufacturing designs and transportation). See bid form for more building size information.
 - 2.0 Suspended ceiling grid system with acoustical lay-in panels system with recessed lighting (lighting as herein specified); minimum 8'0" clear ceiling height.
 - 3.0 Provide general illumination and emergency lighting as required by State Department of Education S.R.E.F. 1997 Rules. Provide a weatherproof exterior light above exterior doors. Illumination in a standard classroom unit shall be designed to FBC 2001.
 - 4.0 All exterior doors shall be 3'-0" x 6'-8" x 1 3/4" thick, 18 ga. H.M. with 16 ga. H.M. frames. Each exterior door shall have a Schlage lockset and a door closure. Interior doors to be 3'-0" X 6'-8"
 - 4.1 Doors shall have a level platform on the inside of the door. FCPS will provide the exterior platform. The minimum length of the platform shall be sixty (60) inches and the minimum width shall be the width of the door plus twenty-four (24) inches on the latch side. Exterior doors shall have weather stripping to prevent rain or moisture from entering.
 - 5.0 All construction to be insulated per the FBC 2001. Thermal insulation Energy Code minimum requirements for floor, wall and ceiling/roof construction.
 - 6.0 Heating, ventilating, and air conditioning per the FBC 2001. Building Service Equipment Standards shall maintain the conditioned space at 50% to 60% RH 72 degrees during typical design day. The system shall be capable of delivering 450 CFM per minute of conditioned outside air. All ventilation fans shall be covered by rain resistant hoods. No special order or custom a/c filters will be allowed.
 - 7.0 All structural requirements, including wind hold-down requirements, if applicable, shall be in compliance with FBC 2001. Hold-down straps shall be installed under the structure or into structure, not outside the building line. Building skirting is not required as a part of this contract.
 - 8.0 Operating windows shall be furnished in compliance with the FBC 2001 rules for natural lighting and ventilation. Awning type windows are not acceptable.
 - 9.0 Provide two markerboards 4'-0" x 8'0" with marker tray, a continuous 2" tack strip, equal to Claridge Series 1. Provide one (1) tackboard 4'-0" x 4'-0" wide vinyl fabric covered mineral fiberboard equal to Claridge Model 1380,. Provide and install as directed by FCPS.
 - 10.0 Interior wall finishes shall be non-combustible vinyl fabric over gypsum. Wall covering must conform to the most recent 2001 FBC requirements.
 - 11.0 Carpet floor minimum 28 oz. Face weight nylon tufted carpet meeting Class A requirements and MC-1 Specification for tufted, yarn dyed direct glue-down carpet issued by Florida School Plant Managers Association (F.S.P.M.A.) Division 9, Finishes, Section 09680 Indoor carpeting for general educational facilities use; S.R.E.F. Interior finishes. Carpet shall be tested and certified by the manufacturer as passing the Methenamine Tablet Test.
 - 12.0 All clearances, switch-mounting heights, grab bars. etc. shall be in compliance with physically handicapped accessibility standards as listed under D.O.E., S.R.E.F. (OEF CAR and ADAAG).

- 13.0 Communications riser. A ¾" EMT stub out will suffice. The riser shall have the first junction box at 48" A.F.F. (for the pull station). The second junction box will be 52" A.F.F. (for intercom call in switch). The third junction box will be at 72" A.F.F. (for the interroom speaker). The fourth junction box shall remain at the ridge beam; for a smoke detector.
- 14.0 Battery operated emergency lights wired to electrical system to be located adjacent to each exit.
- 15.0 Eight duplex receptacles, 120 volt. Four 4"x4" "J" boxes, one on each wall, 18" high. Two additional 1" conduit runs no longer than 15" each, without wire, shall be included in the bid price. The location shall be determined at a later date prior to construction.
- 16.0 All units with a removable tongue (if applicable) will have the tongue removed and stored under the unit. Axles shall be removed from unit or if not removed shall not be responsibility FCPS if stolen. Wheels and tires shall be removed and stored by the Lessor or he may elect to leave the wheels and tires on the unit at his risk. If tires and/or wheels are damaged, stolen, or deteriorate during the life of the lease, the Lessor, upon being requested to remove the classroom unit, shall replace the wheels and/or tires as required at no additional cost to the School Board.
- 17.0 One toilet room (item number two on bid price sheet) and two toilet rooms (item number three on bid price sheet) accessible for use by the physically handicapped, including:
- 17.1 Water closet with shut-off valve. FCPS reserves the right to select the size (handicapped, regular or small) of the water closet at the time of order at no additional cost. H.C. signage shall be installed per ADA requirements.
- 18.0 Mechanical ventilation with time-delay off switch.
- 19.0 Individual toilet room floors and base may be of solid sheet vinyl without seams and with edges turned up at the walls with heat welded seams to form an integral cove base a minimum of six (6) inches high. A cove shaped molding shall be provided behind the sheet vinyl at the floor-to-wall joint. Walls shall be finished with impervious materials to a minimum height of eight (8) feet and the ceiling with suspended, non-combustible, moisture resistant lay-in tile.
- 20.0 Sanitary Facilities – The areas associated with personal hygiene are multifunction areas with activities including toilet, washing, bathing grooming, and changing clothes and dressing. All areas designed to provide for these activities shall comply with this section. All sanitary drops are to be manifolded to allow a single point connection.
- 21.0 Sink cabinet of plastic laminate covered formaldehyde free particle board with water proof resin., with 4" splashback, stainless steel classroom sink with integral drinking fountain, and goose neck spout, shut-off valve. Cold water supply only.
- 22.0 Use of Materials Containing Formaldehyde
- 22.1 Due to recent reports of the carcinogenic nature of formaldehyde and the irritation caused by Formaldehyde fumes in enclosed spaces; materials containing formaldehyde in excess of low emission standards are banned from the construction of the relocatable classroom units.
- 22.2 Materials in compliance with low omission standards formaldehyde, OSHA. Standard 29CFR 1910.1000, but limiting eight (8) hour exposure to one (1) perm (one part per million in air) are acceptable. Manufactures must provide test evidence showing compliance with this standard before School Board will accept the unit for occupancy.
- 23.0 If it is discovered that materials containing formaldehyde exceeding low emission standards have been used in a relocatable classroom unit accepted by the School Board, the Lessor shall replace that unit on demand with a unit meeting the formaldehyde low emission

standards at no additional cost to the Board. This includes the cost of disconnecting utility services.

- 24.0 Door Hardware – Handles, pulls, latches, locks and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped exposed and acceptable designs. When sliding doors are fully open, operating hardware shall be no higher than forty-eight (48) inches (1220 mm.) above finished floor.
- 25.0 It is the intent of the FCPS to require the vendor to provide units with the above mentioned specifications. If the specifications conflict with the Type IV portable classroom requirement, it is the vendors responsibility to inform the school board as to the nature of the conflict 7 days prior to the submission of the bid proposal.

XXV. ALTERNATE TYPE IV MODULAR FACILITIES:

Proposer(s) may present for evaluation buildings that as a minimum exceed the performance and quality level of the standard Type IV modular facility. Vendor shall provide sufficient description and detail with the bid.

XXVI. MAINTENANCE AND REPAIRS FOR RENTAL UNITS:

- A. The vendor shall include in his bid providing of all repairs necessary to the rental units to maintain them in an acceptable condition as determined by the School Board. The vendor shall provide a complete service warranty for all components of the portable classroom as long as units are rented to the School Board. Repairs shall be performed within 24 hours of notice to the vendor. The Vendor shall be responsible for submitting a request form to FCPS personnel to use when requesting services and tracking status of requests. If the Vendor fails to repair the units within 24 hours of notice, the School Board may perform the repairs or contract the repairs the repairs and charge the vendor for all charges incurred for the necessary repairs.
- B. School Board Maintenance personnel will be responsible for the following services only: janitorial services, replace a/c filter, replace light bulbs, site maintenance and lamps, and replace and/or repair items that are above and beyond normal wear and tear or vandalism.
- C. The Vendor shall coordinate the replacement of carpet pursuant to claims under the manufactures standard warranty period. After that time, the school board may replace the carpet or have the vendor replace the carpet based upon the cost plus 15% profit and overhead.
- D. The Vendor shall be responsible for switching the swing of the door if needed due to replacement of the unit.
- E. The Vendor as requested by the school board shall furnish materials and labor to repair damaged units. The school board reserves the right to furnish materials to the Vendor. If the Vendor is required to provide materials and labor the school board shall be billed according to the Vendors actual prices paid for labor and materials used. A copy of the Vendor's invoices for materials and labor used shall be submitted when requested. The school board shall pay fair market prices for materials and labor plus 15% profit and overhead.
- F. Upon receipt of a request from the School Boards for repairs the Vendor shall prepare a written estimate of the labor and materials required to complete the work. The estimate shall provide specific information including the following: hourly labor rates and a list of materials required. The estimate shall also include the time work will be started and completed.
- G. The Vendor must return an estimate to the School Board's authorized representative (s) within three (3) workdays, or as otherwise directed.
- H. The estimate provided from the Vendor shall be firm, no increases will be permitted unless unforeseen circumstances arise. The school board reserves the right to enter into "value engineering" negotiations with the Vendor whenever it deems that negotiations will be in the best interest of the School Board. Upon completion of negotiations, a new estimate will be prepared by the Vendor and submitted to the school board for approval.
- I. The Vendor acknowledges that work will be performed only after receipt of an authorized purchase order.
- J. If, during the course of work, the Vendor encounter unforeseen conditions which impact the work and which could not initially be evaluated, the Vendor shall not proceed without written authorization of the School Board's authorized representative (s).
- K. The Vendor shall have sufficient number of personnel, materials, transportation and an adequate inventory of the tools and equipment to perform work at the job site. The vendor shall be held responsible for the on-site supervision, scheduling, receiving and placement of materials.
- L. Emergency Work requests may be needed from time to time. The Vendor shall within two (2) hours notice meet FCPS personnel at the job sites, review the scope of work, provide an estimate, proceed with work without delay and in general be responsive to the emergency request.
- M. The Vendor shall, and in addition to all other guarantees, be responsible for faulty labor or

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

- N. Precautions will be exercised at all times for the protection of persons (including employees) and property. The Vendor at Vendor's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the School Board's Representative.
- O. The Vendor shall conform to all Federal, State and City regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Vendor. Any person found not in conformance with any laws, statues, rules or regulations will not be allowed on the job site. Continued violations and the Vendor shall constitute cause for immediate termination of the Agreement.
- P. All existing structures, utilities, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Vendor and the Vendor shall be held responsible for any damage to property caused by reason of his operations on the property.
- Q. Material quality is expected to be commercial grade and of such to accomplish the service work satisfactorily, as specified in the given scope of work for each job. The School Board reserves the right to set the standard of quality for materials for a given job. All materials and labor used shall be billed at the Vendor's actual net cost plus 15% allowance for profit and overhead.

R. JOB CONDITIONS

The Vendor shall be responsible for notifying the school board in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Vendor.

S. SERVICE WORK

All requested work shall be competed in accordance with all federal, state and local codes.

- T. Work To Be Furnished By The School Board (unless otherwise requested): Paper towel and toilet paper dispenser, soap dispensers. All movable casework and furniture needed for classroom use.

- 1.0 Janitorial service to the classroom unit.
- 2.0 All utility connections, site work and interior furnishings.

U. SITE WORK

Lessor shall repair any damage to school equipment or site (s) caused by the setup or removal of classroom building. This includes, but is not limited to, damage to lawns, shrubs, sidewalks, drives, buildings, or other property on the site. FCPS will be responsible for providing clear access to the site including removal of all fencing and landscaping.

NOT USED

Suwannee County Public Schools
702 2nd Street N. W.
Live Oak, Florida 32064

STATEMENT OF UNDERSTANDING

(This document, with original manual signature, must be included in the sealed envelope with all pricing forms)

The Bidder acknowledges the following:

That he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), awards may be made under this bid by other public schools and governmental agencies within the State of Florida. Such awards shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Suwannee County Public Schools, in the form of contract specified, to deliver the materials/services listed, at the prices set forth. Furnish all labor, material, equipment, transportation permits and insurance necessary to perform the work in compliance with bid documents including Scope of Work, Specifications and Contractor's One (1) Year Warranty.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of One (1) year.

Term of Contract: The term of the contract shall be for three years (3) years. Both parties may extend this contract for five (5) additional one (1) year periods at the same terms and conditions if mutually agreeable.

The District reserves the right to accept or reject any or all proposals.

The district reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The District reserves the right to further negotiate any proposal(s), including price.

NAME OF RFP: _____

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

TELEPHONE: _____ - _____ - _____ FAX: _____ - _____ - _____

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ TITLE: _____