

FLOORING WORX INC.

RFP #22-10
Library Carpet Replacement

1. Introduction:

Flooring Worx Inc. is pleased to provide a proposal for RFP #22-10 Library Carpet Replacement.

Flooring Worx Inc. proposes to furnish and install Shaw J0111 Change in Attitude, Color 12317 Shape Up carpet tile. We will move/lift all freestanding shelving, books and furniture utilizing a loaded book shelving method. Flooring Worx Inc. will be responsible for the removal and disposal of existing carpet and cove base. Flooring Worx Inc. will prepare the substrate for application of new carpet and vinyl cove base. Rooms included in this scope are identified as: Main Library, Community Room, Children's Room, Young Adult Room, Office Areas, and Staff/Storage Room. We acknowledge that work will be performed Monday through Friday between the hours of 8:00AM to 5:00 PM.

Respectfully,



Jennifer P. Clark
President

2. Firm Information:

Flooring Worx Inc. uses a project-based organizational structure with Jennifer Clark as director, Wayne Peck as project manager, and Randy Dietzel as team lead. Flooring Worx Inc. has (1) location, all work proposed for this project will be performed from this location. No subcontractors will be used for this project.

3. Project Approach:

Immediately upon receipt of purchase authorization material selections will be confirmed. After confirmation of selections, materials will be ordered, and lead times will be determined. After receipt of lead times schedule and phase plan will be issued. At start of project all materials and

**Flooring Worx Inc.
475B Roberts Road
Oldsmar, FL 34677
Phone – (813) 341-0170 Fax – (813) 855-5944**

FLOORING WORX INC.

equipment will be delivered and stored to job site. Upon commencement of project Flooring Worx Inc. will be responsible for daily job site cleanup. All library racks will be moved without removing books and put back to their original locations. This will allow us to complete the project in a safe timely fashion and avoid any unnecessary interruption to the Library and it's staff.

4. Assigned Personnel and Experience

Jennifer Clark, Director – Experienced with a wide spectrum of institutional and business segments: Education, Government, Healthcare, and Corporations. Responsible for overseeing budgeting and procurement. 10% of time will be devoted to this project

Wayne Peck, Project Manager – Experienced in managing both small- and large-scale projects. Responsible for product specifications, field measurements, estimating, scheduling, and supervision. 40% of time will be devoted to this project

Randy Dietzel, Team Lead – Experienced in flooring installation. Responsible for installation supervision. 50% of time will be devoted to this project

Our employees have been fully trained in the operation of our in-house company owned “Rack Moving Equipment”.

5. Firm References

Gene Capolla – 727-784-3332

Palm Harbor Library – 14,000 sf carpet tile replacement– completed 2022
2330 Nebraska Ave.
Palm Harbor, FL 34683

Erin Clay – 941-861-1110

Bettie Johnson Library – 18,000 sf carpet tile replacement – to complete September 2022
2801 Newtown Blvd.
Sarasota, FL 34234

Principal – 727-669-1131

Palm Harbor University High School – 11,250 sf carpet tile and lvt – completed summer 2021
1900 Omaha Street
Palm Harbor, FL 34683

Principal – 727-773-2665

East Lake High School – 9,000 sf carpet tile replacement – to complete September 2022
1300 Silver Eagle Drive
Tarpon Springs, FL 34688

FLOORING WORX INC.

Town N Country Library – 25,400 sf - flooring only - carpet tile, tile, and lvt installation – 95% complete as of August 2022 – contract with Commercial Interiors

7606 Paula Drive
Tampa, FL 33615

Charles J.Fendig Library – 8,900 sf lvt – flooring only – contract with Commercial Interiors – to be completed early 2023

3909 W Neptune St.
Tampa, FL 33629

East Lake Public Library – 9,000 sf carpet tile – Wayne Peck worked with Lois Fannel 727-505-3237

4125 East Lake Road
Palm Harbor, FL 34685

6. Current and Near Future Workload, Project Budget, and Schedule.

Flooring Worx Inc. commits to perform this project in a timely fashion and within the budget specified. Personnel listed in the submittal shall be available for and assigned to this project. Project installation will take (7) seven days once materials are received.

7. Firm Location

Principal Location:
Flooring Worx Inc.
475 B Roberts Road
Oldsmar, FL 34677

8. Attachments and Required Documentation

Attachments A-J Attached

RFP #22-10	Due Date & Time: 08/30/2022 at 2:00 PM ET	Advertised Date(s): July 26, 2022
Purchasing Coordinator: Vickie Ramsier Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: 863-421-3600	
Library Carpet Replacement		

**Attachment A
Cost Summary**

Library Carpet Replacement

GRAND TOTAL AMOUNT \$ 127,000.00 *one Hundred Twenty - Seven Thousand Dollars*

DATE OF COMPLETION WILL BE TAKEN INTO CONSIDERATION WHEN AWARDING THE BID.

LENGTH OF TIME TO COMPLETE PROJECT: Installation (7) seven Days
DATE TO COMMENCE WORK AFTER NTP: Pending manufacture lead time
COMPANY NAME: Flooring Worx Inc.
ADDRESS: 475 B Roberts Road
CITY: Oldsmar STATE: FL ZIP CODE: 34677
EMAIL: jenc Clark @ flooring-worx.com
NAME OF BIDDER: Jennifer Clark, Flooring Worx Inc

WARRANTY PERIOD: (PLEASE SPECIFY TYPE: MANUFACTURE/ WORKMANSHIP)

workmanship - 1 year
manufacture - Lifetime commercial limited
warranty for Ecoworx

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Attachment B
Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.	Addendum # ____ through # ____
	Initial: NA Date:
Person Completing RFP Document (Signature): Jennifer P Clark	
Name (Printed): Jennifer P Clark	Title: President

>>>Failure to submit this form may disqualify your response. <<<

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**Attachment C
Insurance Requirements**

- A. The successful Respondent shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the CITY, in the form of a certificate prior to the start of any work, nor shall the successful Respondent allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Respondent and/or subcontractor shall maintain the following types of insurance, with the respective limits:
1. BODILY INJURY LIABILITY
 - a. \$1,000,000 operations each claim per person
 - b. \$1,000,000 completed operations each claim per person;
 2. AUTOMOBILE PUBLIC LIABILITY
 - a. Bodily Injury:
 - i. \$1,000,000 each claim per person
 - ii. \$1,000,000 aggregate
 - b. Property Damage:
 - i. \$1,000,000 each claim per person
 - ii. \$1,000,000 aggregate;
 3. PROPERTY DAMAGE LIABILITY (other than automobile)
 - a. \$500,000 each claim per person
 - b. \$500,000 operations per claim
 - c. \$500,000 protective per claim (covering automobile)
 - d. \$500,000 contractual per claim;
 4. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 5. AGGREGATE – Two Million Dollars (\$2,000,000);
 6. EXCESS COVERAGE – One Million Dollars (\$1,000,000);
 7. PROFESSIONAL LIABILITY – One Million Dollars (\$1,000,000);
 8. PRODUCT LIABILITY – Two Million Dollars (\$2,000,000); and,
 9. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the CITY, for the protection of its employees not otherwise protected.

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- C. **Certificates of Insurance:** The successful Respondent shall provide the CITY's Human Resources Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:
1. The name of the insured Respondent,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy
 5. The effective date
 6. The termination date
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy
- D. **City as Additional Insured:** The successful Respondent shall name the CITY as an additional insured, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the CITY with proof of same.
- E. **Waiver of Subrogation:** The successful Respondent shall have a waiver of subrogation instead of listing the City as additionally insured for Workers' Compensation coverage.
- F. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Respondent's obligations to fulfill the insurance requirements specified herein.
- F. **Loss Deductible Clause:** The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Respondent and/or subcontractor providing such insurance.

Initials of Signatory: Jennifer P Clark Date: 8/26/22

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677		CONTACT NAME: Debbie Quiles PHONE (A/C, No, Ext): (813) 818-5300 FAX (A/C, No): (813) 818-5396 E-MAIL ADDRESS: debbie.quiles@stahlinsurance.com	
INSURED Flooring Worx, Inc. 475 B Roberts Rd Oldsmar FL 34677		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance Co INSURER B: Auto Owners Insurance Co INSURER C: FCBI Fund INSURER D: INSURER E: INSURER F:	
		NAIC # 10190 18988	

COVERAGES

CERTIFICATE NUMBER: 21/22 & 22/23

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		20735993	12/22/2021	12/22/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Per Project Aggregate \$ 2,000,000
B	AUTOMOBILE LIABILITY	Y		4796609302	12/22/2021	12/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$ 500,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$ 500,000
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$ 500,000
							ADI \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4787664200	12/22/2021	12/22/2022	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 4,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 5,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	106428132022	04/01/2022	04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Coverage			20735993	12/22/2021	12/22/2022	Installation Equip Cov \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP #22-10: Library Carpet Replacement
City of Haines City is included as an additional insured with respect to the General Liability and Auto Liability as required by written contract. Waiver of Subrogation applies with respect to the Workers Compensation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Haines City
Attn: Finance
620 E. Main St.
Haines City

FL 33844

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert L. Stahl

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Under SECTION II - WHO IS AN INSURED** is amended. The following provision is added.
A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B. SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added.
The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All person or organizations that, in a written contract executed by both parties prior to the date of injury covered by this policy, require you to obtain this agreement with us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 4/1/2022 Policy No. 10642813-2022

Endorsement No.

Policy Effective Dates: 04/01/2022 - 04/01/2023

Premium \$

Insured: FLOORING WORX INC

Carrier Name / Code: Florida Citrus, Business & Industries Fund

WC 00 03 13

(Ed. 4-84)

Countersigned by _____

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

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Library Carpet Replacement		

Attachment D
Acceptance of Proposal Terms & Conditions

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Jennifer P Clark
Contracting Party Signature
President
Title

Jennifer P Clark
Contracting Party Printed Name
8/26/22
Date

Mailing Address: Flooring Worx Inc., 475B Roberts Rd, Oldsmar, FL

Phone/Fax/E Mail Address: 813 341 0170 / 813 855 5944 / jenc Clark @ 34677
flooring worx . com

NOTARY:
STATE OF Florida
COUNTY OF Pinellas

Sworn and Subscribed before me this 26 day of August, 20 22

Personally known: Jennifer P. Clark

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: December 30, 2025



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Attachment E
Drug-Free Workplace Certification

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:


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

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

Jennifer P. Clark, President 8/26/22
Bidder's Signature, Title, Date

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was executed before me this 26 day of August, 2022, by Jennifer P. Clark as President of Flooring Works Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)  Stephanie M. Korzenski
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

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**Attachment F
Conflict of Interest Statement**

STATE OF FL
COUNTY OF Pineellas

Before me the undersigned authority personally appeared Jennifer Clark, who was duly sworn, deposes, and states:

- A. I am the President of Flooring Work Inc with a local office in Oldsmar, FL and principal office in Oldsmar, FL.
- B. Said entity is submitting this proposal/offer to RFP #22-10 Library Carpet Replacement.
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division, Department, or Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the City of Haines City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

Dated this 26 day of August 20 22

Jennifer P Clark
AFFIANT

Jennifer P Clark
Typed Name of AFFIANT

President
Title

NOTARY:

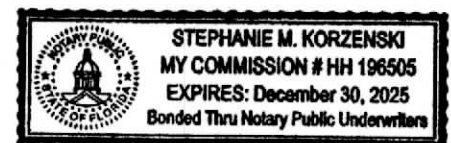
STATE OF Florida
COUNTY OF Pineellas

Sworn and Subscribed before me this 26 day of August, 20 22

Personally known: Jennifer P. Clark

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: December 30, 2025



PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
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Attachment G PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number RFP #22-10 for Library Carpet Replacement
2. This sworn statement is submitted by, Flooring Worx Inc., whose business address is 475 B Roberts Rd, Oldsmar, FL 34677 and (if applicable) its Federal Employer Identification Number (FEIN) is 26-5878396 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: NA)
[Name of entity submitting sworn statement]
3. My name is Jennifer P Clark and my relationship to the above is President of Flooring Worx Inc.
[Please print name of individual signing]
4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in section 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies].

RFP #22-10	Due Date & Time: 08/30/2022 at 2:00 PM ET	Advertised Date(s): July 26, 2022
Purchasing Coordinator: Vickie Ramsier Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: 863-421-3600	
Library Carpet Replacement		

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the Department of General Services.]**

[Signature] Jennifer P Clark
Date: 8/26/22

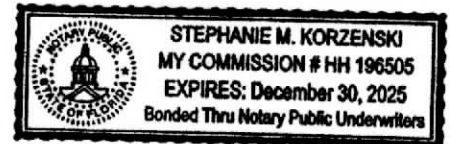
NOTARY:
STATE OF Florida
COUNTY OF Pinellas

Sworn and Subscribed before me this 26 day of August, 20 22

Personally known: Jennifer P. Clark

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: December 30, 2025



PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your Bid may disqualify your response. <<<<

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Library Carpet Replacement		

**Attachment H
Firm Location**

N/A

I/we, affirm that _____ has maintained a _____ principal, _____ headquarters or, _____ other place of business within the boundaries of Polk County, Florida for more than one (1) year prior to the date of this proposal. The signature(s) below are an acknowledgment of our full understanding and acceptance that evaluation criteria provides points based on firm location as set forth in this RFP document.

Contracting Party Signature

Contracting Party Printed Name

Title

Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF _____
COUNTY OF _____

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

>>>Failure to submit this form may disqualify your response. <<<

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Library Carpet Replacement		

Attachment I
Statement of "NO PROPOSAL"

N/A

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to: City of Haines City, Attn: Finance, 620 E. Main Street, Haines City, FL 33844.

I/WE HAVE DECLINED TO PROPOSE TO **RFP# 22-10**, titled **Library Carpet Replacement** for the following reason(s):

- ☐ Proposal too "restrictive", i.e., geared toward one firm or provider.
- ☐ Insufficient time to respond to Request for Qualifications.
- ☐ We do not offer this service.
- ☐ Our schedule would not permit us to perform.
- ☐ Unable to meet requirements.
- ☐ Unable to meet bond requirements.
- ☐ Work unclear (please explain below).
- ☐ Other (please specify below).

REMARKS: _____

I/We understand that if this "No Proposal" form is not executed and returned, my/our name may be deleted from the list of qualified proposers for City of Haines City for future projects.

Typed Name and Title _____

Company Name _____

Address _____

Signature and Title _____

Telephone/fax Number _____ / _____ / _____ Date _____ E Mail Address _____

FLOORING WORX INC.

RFP #22-10
Library Carpet Replacement

1. Introduction:

Flooring Worx Inc. is pleased to provide a proposal for RFP #22-10 Library Carpet Replacement.

Flooring Worx Inc. proposes to furnish and install Shaw J0111 Change in Attitude, Color 12317 Shape Up carpet tile. We will move/lift all freestanding shelving, books and furniture utilizing a loaded book shelving method. Flooring Worx Inc. will be responsible for the removal and disposal of existing carpet and cove base. Flooring Worx Inc. will prepare the substrate for application of new carpet and vinyl cove base. Rooms included in this scope are identified as: Main Library, Community Room, Children's Room, Young Adult Room, Office Areas, and Staff/Storage Room. We acknowledge that work will be performed Monday through Friday between the hours of 8:00AM to 5:00 PM.

Respectfully,



Jennifer P. Clark
President

2. Firm Information:

Flooring Worx Inc. uses a project-based organizational structure with Jennifer Clark as director, Wayne Peck as project manager, and Randy Dietzel as team lead. Flooring Worx Inc. has (1) location, all work proposed for this project will be performed from this location. No subcontractors will be used for this project.

3. Project Approach:

Immediately upon receipt of purchase authorization material selections will be confirmed. After confirmation of selections, materials will be ordered, and lead times will be determined. After receipt of lead times schedule and phase plan will be issued. At start of project all materials and

**Flooring Worx Inc.
475B Roberts Road
Oldsmar, FL 34677
Phone – (813) 341-0170 Fax – (813) 855-5944**

FLOORING WORX INC.

equipment will be delivered and stored to job site. Upon commencement of project Flooring Worx Inc. will be responsible for daily job site cleanup. All library racks will be moved without removing books and put back to their original locations. This will allow us to complete the project in a safe timely fashion and avoid any unnecessary interruption to the Library and it's staff.

4. Assigned Personnel and Experience

Jennifer Clark, Director – Experienced with a wide spectrum of institutional and business segments: Education, Government, Healthcare, and Corporations. Responsible for overseeing budgeting and procurement. 10% of time will be devoted to this project

Wayne Peck, Project Manager – Experienced in managing both small- and large-scale projects. Responsible for product specifications, field measurements, estimating, scheduling, and supervision. 40% of time will be devoted to this project

Randy Dietzel, Team Lead – Experienced in flooring installation. Responsible for installation supervision. 50% of time will be devoted to this project

Our employees have been fully trained in the operation of our in-house company owned "Rack Moving Equipment".

5. Firm References

Gene Capolla – 727-784-3332
Palm Harbor Library – 14,000 sf carpet tile replacement– completed 2022
2330 Nebraska Ave.
Palm Harbor, FL 34683

Erin Clay – 941-861-1110
Bettie Johnson Library – 18,000 sf carpet tile replacement – to complete September 2022
2801 Newtown Blvd.
Sarasota, FL 34234

Principal – 727-669-1131
Palm Harbor University High School – 11,250 sf carpet tile and lvt – completed summer 2021
1900 Omaha Street
Palm Harbor, FL 34683

Principal – 727-773-2665
East Lake High School – 9,000 sf carpet tile replacement – to complete September 2022
1300 Silver Eagle Drive
Tarpon Springs, FL 34688

FLOORING WORX INC.

Town N Country Library – 25,400 sf - flooring only - carpet tile, tile, and lvt installation – 95% complete as of August 2022 – contract with Commercial Interiors
7606 Paula Drive
Tampa, FL 33615

Charles J.Fendig Library – 8,900 sf lvt – flooring only – contract with Commercial Interiors – to be completed early 2023
3909 W Neptune St.
Tampa, FL 33629

East Lake Public Library – 9,000 sf carpet tile – Wayne Peck worked with Lois Fannel 727-505-3237
4125 East Lake Road
Palm Harbor, FL 34685

6. Current and Near Future Workload, Project Budget, and Schedule.

Flooring Worx Inc. commits to perform this project in a timely fashion and within the budget specified. Personnel listed in the submittal shall be available for and assigned to this project. Project installation will take (7) seven days once materials are received.

7. Firm Location

Principal Location:
Flooring Worx Inc.
475 B Roberts Road
Oldsmar, FL 34677

8. Attachments and Required Documentation

Attachments A-J Attached

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Library Carpet Replacement		

**Attachment A
Cost Summary**

Library Carpet Replacement

GRAND TOTAL AMOUNT \$ 127,000.00 *one Hundred Twenty - Seven Thousand Dollars*

DATE OF COMPLETION WILL BE TAKEN INTO CONSIDERATION WHEN AWARDING THE BID.

LENGTH OF TIME TO COMPLETE PROJECT: Installation (7) seven Days

DATE TO COMMENCE WORK AFTER NTP: Pending manufacture lead time

COMPANY NAME: Flooring Worx Inc.

ADDRESS: 475 B Roberts Road

CITY: Oldsmar STATE: FL ZIP CODE: 34677

EMAIL: jenc Clark @ flooring-worx.com

NAME OF BIDDER: Jennifer Clark, Flooring Worx Inc

WARRANTY PERIOD: (PLEASE SPECIFY TYPE: MANUFACTURE/ WORKMANSHIP)

workmanship - 1 year
manufacture - lifetime commercial limited
warranty for Ecoworx

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Library Carpet Replacement		

Attachment B
Addendum Acknowledgment

Acknowledgment is hereby made of receipt of addenda issued during the solicitation period.		Addendum # ____ through # ____
		Initial: NA
		Date:
Person Completing RFP Document (Signature): Jennifer P Clark		
Name (Printed): Jennifer P Clark		Title: President

>>>Failure to submit this form may disqualify your response. <<<

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Library Carpet Replacement		

**Attachment C
Insurance Requirements**

- A. The successful Respondent shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the CITY, in the form of a certificate prior to the start of any work, nor shall the successful Respondent allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.
- B. The successful Respondent and/or subcontractor shall maintain the following types of insurance, with the respective limits:
1. **BODILY INJURY LIABILITY**
 - a. \$1,000,000 operations each claim per person
 - b. \$1,000,000 completed operations each claim per person;
 2. **AUTOMOBILE PUBLIC LIABILITY**
 - a. Bodily Injury:
 - i. \$1,000,000 each claim per person
 - ii. \$1,000,000 aggregate
 - b. Property Damage:
 - i. \$1,000,000 each claim per person
 - ii. \$1,000,000 aggregate;
 3. **PROPERTY DAMAGE LIABILITY (other than automobile)**
 - a. \$500,000 each claim per person
 - b. \$500,000 operations per claim
 - c. \$500,000 protective per claim (covering automobile)
 - d. \$500,000 contractual per claim;
 4. **GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;**
 5. **AGGREGATE – Two Million Dollars (\$2,000,000);**
 6. **EXCESS COVERAGE – One Million Dollars (\$1,000,000);**
 7. **PROFESSIONAL LIABILITY – One Million Dollars (\$1,000,000);**
 8. **PRODUCT LIABILITY – Two Million Dollars (\$2,000,000); and,**
 9. **WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the successful Bidder/Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the CITY, for the protection of its employees not otherwise protected.**

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Library Carpet Replacement		

- C. **Certificates of Insurance:** The successful Respondent shall provide the CITY's Human Resources Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:
1. The name of the insured Respondent,
 2. The specified job by name and job number,
 3. The name of the insurer,
 4. The number of the policy
 5. The effective date
 6. The termination date
 7. A statement that the insurer will mail notice to the CITY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy
- D. **City as Additional Insured:** The successful Respondent shall name the CITY as an additional insured, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the CITY with proof of same.
- E. **Waiver of Subrogation:** The successful Respondent shall have a waiver of subrogation instead of listing the City as additionally insured for Workers' Compensation coverage.
- F. **Waiver:** Receipt of certificates or other documentation of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the successful Respondent's obligations to fulfill the insurance requirements specified herein.
- F. **Loss Deductible Clause:** The CITY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the successful Respondent and/or subcontractor providing such insurance.

Initials of Signatory: Jennifer P Clark Date: 8/26/22

The City reserves the unilateral right to modify the insurance requirements set forth at any time during the process of solicitation or subsequent thereto.

>>>Failure to submit this form may disqualify your response. <<<



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance Inc. 3939 Tampa Road Oldsmar FL 34677		CONTACT NAME: Debbie Quiles PHONE (A/C, No, Ext): (813) 818-5300 FAX (A/C, No): (813) 818-5396 E-MAIL ADDRESS: debbie.quiles@stahlinsurance.com	
INSURED Flooring Worx, Inc. 475 B Roberts Rd Oldsmar FL 34677		INSURER(S) AFFORDING COVERAGE INSURER A: Southern Owners Insurance Co INSURER B: Auto Owners Insurance Co INSURER C: FCBI Fund INSURER D: INSURER E: INSURER F:	
		NAIC # 10190 18988	

COVERAGES**CERTIFICATE NUMBER:** 21/22 & 22/23**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	20735993	12/22/2021	12/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Aggregate \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	4796609302	12/22/2021	12/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 500,000 ADI \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000		4787664200	12/22/2021	12/22/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A Y	106428132022	04/01/2022	04/01/2023
A	Installation Coverage		20735993	12/22/2021	12/22/2022	Installation Equip Cov \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP #22-10: Library Carpet Replacement

City of Haines City is included as an additional insured with respect to the General Liability and Auto Liability as required by written contract. Waiver of Subrogation applies with respect to the Workers Compensation as required by written contract.

CERTIFICATE HOLDERCity of Haines City
Attn: Finance
620 E. Main St.
Haines City

FL 33844

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert L. Stahl

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Under SECTION II - WHO IS AN INSURED is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. SECTION III - LIMITS OF INSURANCE is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended.

1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

All person or organizations that, in a written contract executed by both parties prior to the date of injury covered by this policy, require you to obtain this agreement with us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 4/1/2022 Policy No. 10642813-2022

Endorsement No.

Policy Effective Dates: 04/01/2022 - 04/01/2023

Premium \$

Insured: FLOORING WORX INC

Carrier Name / Code: Florida Citrus, Business & Industries Fund

WC 00 03 13

(Ed. 4-84)

Countersigned by _____

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

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Page 1 of 1

58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If **we** make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, **we** will be entitled to that right. That person shall do everything necessary to transfer that right to **us** and do nothing to prejudice it.

However, **we** waive **our** right to recover payments made for **bodily injury or property damage**:

- a.** Covered by the policy; and
- b.** Arising out of the operation of **autos** covered by the policy, in accordance with the terms and conditions of a written contract between **you** and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

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Page 1 of 1

RFP #22-10	Due Date & Time: 08/30/2022 at 2:00 PM ET	Advertised Date(s): July 26, 2022
Purchasing Coordinator: Vickie Ramsier Phone: 863-421-9961 Email: vickie.ramsier@hainescity.com	Respond to: City of Haines City Attn: Finance 620 E. Main Street Haines City, FL 33844 Phone: 863-421-3600	
Library Carpet Replacement		

**Attachment D
Acceptance of Proposal Terms & Conditions**

I/we, the undersigned, do hereby accept in total all the terms and conditions stipulated and referenced in this RFP document and do hereby agree that if a contract is offered or negotiated it will abide by the terms and conditions presented in the RFP document or as negotiated pursuant thereto. The signature(s) below are an acknowledgment of our full understanding and acceptance of all the terms and conditions set forth in this RFP document or as otherwise agreed to between the parties in writing.

Jennifer P Clark
Contracting Party Signature
President
Title

Jennifer P Clark
Contracting Party Printed Name
8/26/22
Date

Mailing Address: Flooring Worx Inc., 475B Roberts Rd, Oldsmar, FL

Phone/Fax/E Mail Address: 813 341 0170 / 813 855 5944 / jenc Clark @ 34677
flooring-worx.com

NOTARY:
STATE OF Florida
COUNTY OF Pineas

Sworn and Subscribed before me this 26 day of August, 20 22

Personally known: Jennifer P. Clark

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: December 30, 2025



>>>Failure to submit this form may disqualify your response. <<<

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Attachment E Drug-Free Workplace Certification

In case of tie bids, preference must be given to a Bidder submitting a certification with the bid response certifying that the Bidder has a drug-free workplace in accordance with section 287.087, Florida Statutes. The drug-free certification form below must be signed and returned with the bid.

In order to have a drug-free workplace program, a business shall:

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

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

Jennifer P. Clark, President 8/26/22
Bidder's Signature, Title, Date

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was executed before me this 26 day of August, 2022, by Jennifer P. Clark as President of Flooring Works Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(stamp)  Stephanie M. Korzenski
NOTARY PUBLIC, State of Florida

PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

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Library Carpet Replacement		

**Attachment F
Conflict of Interest Statement**

STATE OF FL
COUNTY OF Pineellas

Before me the undersigned authority personally appeared Jennifer Clark, who was duly sworn, deposes, and states:

- A. I am the President of Flooring Work Inc with a local office in Oldsmar, FL and principal office in Oldsmar, FL.
- B. Said entity is submitting this proposal/offer to RFP #22-10 Library Carpet Replacement.
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusion activity, or otherwise taken any action which in any way restrict or restraint the competitive nature of this solicitation including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contracting to follow thereafter by any government.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division, Department, or Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within the City of Haines City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned will immediately notify the City in writing.

Dated this 26 day of August, 20 22

Jennifer P Clark
AFFIANT

Jennifer P Clark
Typed Name of AFFIANT

President
Title

NOTARY:

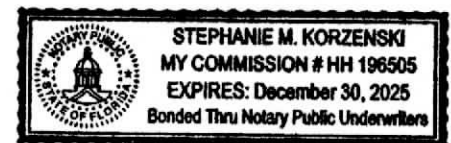
STATE OF Florida
COUNTY OF Pineellas

Sworn and Subscribed before me this 26 day of August, 20 22

Personally known: Jennifer P. Clark

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: December 30, 2025



PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
>>>>Failure to submit this form with your PROPOSAL may disqualify your response. <<<<

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Attachment G PUBLIC ENTITY CRIMES

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES: THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal, ITN, or Contract Number RFP #22-10 for Library Carpet Replacement
2. This sworn statement is submitted by, Flooring Worx Inc., whose business address is 475 B Roberts Rd, Oldsmar, FL 34677 and (if applicable) its Federal Employer Identification Number (FEIN) is 26-3878396 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: NA)
[Name of entity submitting sworn statement]
3. My name is Jennifer P Clark and my relationship to the above is President of Flooring Worx Inc.
[Please print name of individual signing]
4. I understand that a "public entity crime" as defined in section 287.133(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in section 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that "affiliate" as defined in section 287.133(l)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a "person" as defined in section 287.133(l)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies].
☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND [Please indicate which additional statement applies].

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Library Carpet Replacement		

____ There has been a proceeding concerning the conviction before a judge or hearing officer of the State of Florida, Division of Administrative Hearings, or a court of law having proper jurisdiction. The final order entered by the hearing officer or judge did not place the person or affiliate on the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate was placed on the convicted contractor list. There has been a subsequent proceeding before a court of law having proper jurisdiction or a judge or hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the judge or hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted contractor list. **[Please attach a copy of the final order.]**

____ The person or affiliate has not been placed on any convicted vendor list. **[Please describe any action taken by or pending with the Department of General Services.]**

[Signature] Jennifer P Clark
Date: 8/26/22

NOTARY:
STATE OF Florida
COUNTY OF Pinellas

Sworn and Subscribed before me this 26 day of August, 20 22

Personally known: Jennifer P. Clark

Or Produced Identification: _____

Notary Public - State of: Florida Commission Expires: December 30, 2025



PLEASE COMPLETE AND SUBMIT WITH PROPOSAL
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**Attachment H
Firm Location**

N/A

I/we, affirm that _____ has maintained a _____ principal, _____ headquarters or, _____ other place of business within the boundaries of Polk County, Florida for more than one (1) year prior to the date of this proposal. The signature(s) below are an acknowledgment of our full understanding and acceptance that evaluation criteria provides points based on firm location as set forth in this RFP document.

Contracting Party Signature

Contracting Party Printed Name

Title

Date

Mailing Address: _____

Phone/Fax/E Mail Address: _____

NOTARY:

STATE OF _____
COUNTY OF _____

Sworn and Subscribed before me this _____ day of _____, 20 _____

Personally known: _____

Or Produced Identification: _____

Notary Public - State of: _____ Commission Expires: _____

>>>Failure to submit this form may disqualify your response. <<<

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Attachment I
Statement of "NO PROPOSAL"

N/A

If you do not intend to submit on this requirement, please complete and return this form prior to date shown for receipt of proposals to:
City of Haines City, Attn: Finance, 620 E. Main Street, Haines City, FL 33844.

I/WE HAVE DECLINED TO PROPOSE TO **RFP# 22-10**, titled **Library Carpet Replacement** for the following reason(s):

- ☐ _____ Proposal too "restrictive", i.e., geared toward one firm or provider.
- ☐ _____ Insufficient time to respond to Request for Qualifications.
- ☐ _____ We do not offer this service.
- ☐ _____ Our schedule would not permit us to perform.
- ☐ _____ Unable to meet requirements.
- ☐ _____ Unable to meet bond requirements.
- ☐ _____ Work unclear (please explain below).
- ☐ _____ Other (please specify below).

REMARKS: _____

I/We understand that if this "No Proposal" form is not executed and returned, my/our name may be deleted from the list of qualified proposers for City of Haines City for future projects.

Typed Name and Title _____

Company Name _____

Address _____

Signature and Title _____

_____/_____/_____
Telephone/fax Number Date E Mail Address

RFP #22-10	Due Date & Time: 08/30/2022 at 2:00 PM ET	Advertised Date(s): July 26, 2022
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Attachment J

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request. As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements

DATE: 8/26/22

SIGNATURE: Jennifer P Clark

COMPANY: Flooring Worx Inc

NAME: Jennifer P Clark

ADDRESS: 475 B Roberts Rd
Oldsmar, FL
34677

TITLE: President

E-MAIL: jenc Clark@flooring-worx.com

PHONE NO.: 813 341 0170

FAX NO.: 813 855 5944



CITY OF OLDSMAR
100 STATE ST W
OLDSMAR FL 34677-3655
(813)749-1123

LOCAL BUSINESS TAX RECEIPT
Fiscal Year 2023

RECEIPT# 11337.1

TRANSPORTATION & WAREHOUSING

FLOORING WORX, INC
475 ROBERTS RD
OLDSMAR FL 34677-4916

This Local Business Tax Receipt does not permit the holder to operate in violation of any City Law, Ordinance or Regulation. Any change in locations or ownership must be approved by the City, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or of the compliance or non-compliance of the holder with other laws, regulations, or standards.

Issuance and retention of this receipt is contingent upon receipt holder's compliance with the City Of Oldsmar.

ISSUED: 08/19/22

VALID THROUGH SEPTEMBER 29, 2023

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

Includes Fees For:
WAREHOUSE

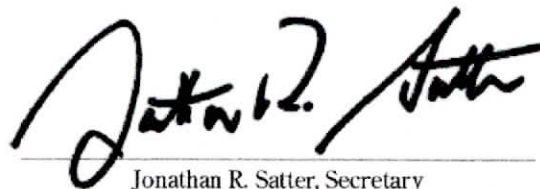
FLOORING WORX, INC
475 ROBERTS RD
OLDSMAR FL 34677-4916

State of Florida

Woman Business Certification

Flooring Worx Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
08/18/2021 to 08/18/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd