

<b>Submit Bid to:</b>  <b>Polk State College</b> <b>999 Avenue H, Northeast</b> <b>Winter Haven, Florida 33881-4299</b>  <b>Attn: Purchasing</b> <b>Room WAD-139</b>		<h1 style="text-align: center;">Invitation to Bid</h1>	
<b>Contact: Philip Charneskie, C.P.M., CPPO</b> <b>Purchasing Director</b>  <b>Phone: 863-297-1083</b> <b>Fax: 863-297-1085</b>  <b>Email: pcharneskie@polk.edu</b> <b>Website: www.polk.edu/purchasing/</b>		<b>ITB #:</b>  <h2 style="text-align: center;">14-11</h2>	
<b>Pre-Bid Conference Date:</b>  <b>June 27, 2014 at 2:00 p.m.</b>		<b>ITB Title:</b>  <h2 style="text-align: center;">Mill HAAS or better</h2>	
<b>Pre-Bid Conference Location:</b> Polk State College, Advanced Technology Center 310 Technology Drive, Room 1155 – Citizens Bank & Trust Board Room Bartow, FL 33830			
<b>Bid Due Date &amp; Time:</b>  <b>July 9, 2014 at 4:00 p.m.</b>		<b>ITB Issue Date:</b>  <b>June 14, 2014</b>	<b>Commodity Code:</b>  <b>545-45</b>
<b>Dedicated Webpage for this procurement:</b> <a href="http://www.polk.edu/purchasing/ITB/14-11">www.polk.edu/purchasing/ITB/14-11</a>			
<b>Location of Public Opening:</b>  <b>Room WAD-236, at above address, Administration Bldg.</b>			

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## General Conditions, Instructions and Information for Bidders

These documents constitute the complete set of terms and conditions, specification requirements, Scope of Work, and bid forms.

### 1. Definitions:

- a. **ITB:** Invitation to Bid. A formal request soliciting bids. Includes specifications or Scope of Work and all contractual terms and conditions.
- b. **Bid:** An offer in response to an ITB.
- c. **Bidder:** Company/person which submits a Bid in response to an ITB. An Offeror.
- d. **Responsive Bidder:** A Bidder who has submitted a Bid which conforms in all material respects to the requirements stated in the ITB.
- e. **Responsible Bidder:** A Bidder who has the capability in all respects to perform fully the contract requirements, and the experience, capacity, facilities, and equipment to insure good faith performance.
- f. **Contractor:** An individual or company awarded the contract.

### 2. Contact: Any questions concerning this Invitation to Bid (ITB) must be directed to the Purchasing Director.

Contact with any other Polk State College staff member, or member of the District Board of Trustees prior to posting of a recommendation of award shall be cause for disqualification. **Exception:** Contact may be made during the Pre-Bid Conference.

### 3. Bid Submittal: All bid sheets and attachments must be completed and submitted in a **sealed envelope or box**. The face of the envelope/box shall contain:

- Bidder's name
- Address
- Date and time of bid opening
- ITB number and title

Bidders shall submit **three (3) complete sets (one [1] original and two [2] copies)** of their Bid, complete with all supporting documentation.

SUBMITTAL OF A BID IN RESPONSE TO THIS ITB CONSTITUTES AN **OFFER** BY THE BIDDER.

### 4. Execution of Bid: Bid must contain a manual signature, of an authorized representative, who has the legal authority to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. An unsigned bid shall not be considered for award. The original ITB terms & conditions and specifications cannot be changed or altered in any way.

### 5. Delays: The College, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the College to do so. The College will notify Bidders of all changes in scheduled due dates by written addendum.

### 6. Drug-Free Workplace (DFW): Whenever two or more Bids which are equal with respect to price, quality, and service are received by the College for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

### 7. Minority/Woman Business Enterprises (M/WBE): M/WBE is a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Female, African-American, Hispanic, Asian/Pacific Islander, American/Alaskan Indian, or Eskimo, and eligible others.

### 8. No Bid: If not submitting a Bid, respond by returning only the Statement of No Bid, and give the reason in the space provided.

### 9. Bid Receipt/Opening: Opening of Bids shall be public. It is the Bidders sole responsibility to deliver a complete bid at the proper time and place. Offers by EMail, facsimile, telegram or telephone are **not** acceptable. A Bid may **not** be altered by the Bidder after opening of the Bids.

### 10. Late Bids: The bid opening time shall be scrupulously observed. Under no circumstances shall Bids delivered after the

time specified be considered; such Bids will be returned unopened. The College will not be responsible for late deliveries or delayed mail. The time clock located in the Purchasing Department shall serve as the official authority to determine lateness of any Bid.

11. **Bid Tabulation:** The Bid Tabulation will be posted on the bulletin board located in the Purchasing Department, and on the webpage(s) dedicated to this ITB. Additionally, bid tabulations will be furnished upon request.
12. **Identical or Tie Bids:** In the event two (2) or more Bidders submit the exact dollar amount as their Bid offer, the following criteria, in order of importance, shall be used to break said tie: (1) Drug Free Work Place, (2) Bidder's place of business is within Polk County, (3) Bidder's place of business is within the State of Florida, (4) M/WBE, (5) flip coin.
13. **Mistakes:** Unit Price Governs: In the event of **extension error(s)**, the unit price will prevail and the Bidder's extension and total offer will be corrected accordingly. In the event of **addition error(s)**, the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly.

However, price realism shall prevail over the "unit price governs" rule.

14. **Invoicing and Payment:** Payment for any and all invoices that may arise as a result of a purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request:
  - a. A timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the purchase order, and be submitted to Accounts Payable at the address indicated on the purchase order.
  - b. All invoices submitted shall clearly reference the subject purchase order number; provide a sufficient clear description to identify goods or services for which payment is requested; and include date(s) of services.
  - c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

- d. The College's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein.

15. **Taxes:** The College is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The College's exemption number is on the face of the purchase order. If requested, an exemption certificate fill be provided. Contractors doing business with the College shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the College nor shall any Contractor be authorized to use the College's Tax Exemption Number in securing such materials.
16. **Discounts:** Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.
17. **Terms and Conditions:** Should any Bidder have any concerns regarding the terms and conditions (ex.: bonding requirements or insurance policies and limits, thereof), said Bidder **must** voice their concerns to the College's Purchasing Director via written request for clarification prior to the cut-off time for Bidder Inquiries (7 calendar days prior to the due date). Terms of the contract are not negotiable after the bid due date.
18. **Additional Terms and Conditions:** Unless expressly accepted by the College, the following conditions shall apply:

No additional terms and conditions included with the Bid response shall be considered.

All such additional terms and conditions shall have no force and effect, and are not applicable to this ITB if submitted either purposely through intent or design, inadvertently appearing separately in transmittal letters.

It is understood and agreed that the General and Special Terms and Conditions in these ITB documents are the only conditions applicable to this ITB.

The Bidder's authorized signature on the Bid Response Form attests to the Bidder's understanding of the Terms and Conditions.

19. **Questions:** All Bidders shall carefully examine the ITB documents. Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to

supplies and services. Any ambiguities or inconsistencies shall be brought to the attention of the College in writing prior to the opening of Bids.

It is requested that all questions be Emailed to pcharneskie@polk.edu, using the following subject line: **ITB 14-10 Question.**

Any questions concerning the intent, meaning and interpretations of the ITB documents shall be requested via email at least seven (7) calendar days prior to the Bid Opening. No person is authorized to give oral interpretations of or make oral changes to the ITB. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to the ITB will be made in the form of a written Addendum to the ITB and will be furnished posted and furnished to attendee of the pre-bid conference.

- 20. Addendum:** The College will record its responses to inquiries, clarifications, any supplemental instructions, or necessary revisions to ITB documents, in the form of a written addendum.

Should revisions to the ITB documents become necessary, the College will provide a written addendum to all Bidders who received an ITB package from the College's Purchasing Department. All addenda will be additionally posted on the Purchasing Department's website.

Bidders who obtain ITB documents from other sources must officially register with the College's Purchasing Department in order to be placed on the mailing list for any forthcoming addenda or other official communications.

All Bidders should check the Purchasing Website at within **seven (7) calendar days** of the bid opening date to ascertain whether any addenda have been issued. Failure to do so could result in rejection of the Bid as unresponsive.

The Bidders shall **acknowledge receipt of all addenda** by signing, dating, and returning the acknowledgment page of the latest/final addendum with their Bid. Previous addenda will be deemed received.

- 21. Conflict of Interest:** All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the

College. All Bidders must disclose the name of any College employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

- 22. Legal Requirements:** Bidders are required to comply with all provisions of Federal, State, county and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.

- 23. Acceptance/Rejection:** The College reserves the right to accept or reject any or all Bids and to make the award to that Bidder, who in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

The College reserves the right to waive any irregularities, informalities and technicalities in offers received, and may, at its discretion, request a re-bid or abandon the project/procurement in its entirety.

- 24. Posting of Recommendation for Award:** The recommendation for award will be posted for review by interested parties at the Purchasing Department prior to submission for final approval of award, and will remain posted for a period of seventy-two (72) hours.

Additionally, the recommendation for award will be posted on the Purchasing Department's website.

- 25. Award:** Recommendation for Award shall be made for the lowest, responsive, responsible Bidder. However, the College reserves the right to reject all Bids received, and may at its sole discretion, request a re-bid or abandon the project in its entirety. Bidders are cautioned to make no assumption until the College has issued a purchase order.

- 26. EEO Statement:** The College is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin, or gender.

- 27. Contractual Agreement:** The terms, conditions, and provisions in this ITB shall be merged into the final purchase order. The order of precedence will be general law, the

purchase order, the ITB, and the response. Any legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of the State of Florida. The venue shall be Polk County, Florida.

**28. Governmental Restrictions:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITB prior to their performance, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating the specific regulation which required an alteration, including any price adjustments occasioned thereby. The College reserves the right to accept such alteration or to cancel the purchase order at no further expense to the College.

**29. Permits/Licenses/Fees:** Any permits, licenses, or fees required will be the responsibility of the Contractor. No separate or additional payment will be made.

**30. Indemnification:** The Bidder, without exemption, shall indemnify and save harmless the College, its employees and any of its Board of Trustees Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the Bidder. Further, if such a claim is made or is pending, the Bidder may, at its option and expense, procure for the College the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the College agrees to return the article, on request, to the Bidder and receive reimbursement. If the Bidder used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

**31. Advertising:** By submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising, without the express written approval of the College.

**32. Assignment:** Any purchase order issued pursuant to this ITB are not assignable except with the prior written approval of the College.

**33. Compliance with Occupational Safety and Health:** Bidder certifies that all material, equipment, etc., contained in the Bid meets all applicable OSHA requirements. Bidder further certifies that, if the material, equipment, etc., delivered is subsequently found to be defective in any applicable OSHA requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

**34. Disqualification of Bidder:** Bids will be rejected if there is reason to believe that collusion exists between Bidders.

**35. Changes/Adjustments/Deviations:** As a **Brand name or Better** ITB, deviations shall be evaluated and accepted on any item if the conditions or specifications of the ITB are met. Any other changes, adjustments, or deviations shall require prior written approval.

**36. Public Records:** Upon determination of the recommendation for award or ten (10) days after opening, whichever is earlier, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3) (m), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

**37. Public Entity Crimes:** In accordance with Florida Statute 287.133, no award will be executed with any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (currently \$25,000<sup>00</sup>) with any person or affiliate on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting the ITB proposal forms, Bidder attests that they have not been placed on the "Convicted Vendor List".

38. **Bid Preparation Costs:** Neither the College nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidders should prepare their Bids simply and economically, providing all information and prices as required.
39. **Responsibility:** A Bidder must, at the time of bid opening, be capable of providing the services as Bid. Bidders shall provide such certification upon request.
40. **Inspection of Bidder's Facilities:** The College reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, in order to determine that Bidder has a bona fide place of business and is a responsible Bidder.
41. **Joint Ventures:** Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all

contract documents resulting from negotiations/award of this ITB.

42. **Delivery:** Unless actual date or required number days is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of a purchase order or contract in the space provided. Delivery time may be a basis for making of the award. Delivery shall be between 8:00 a.m. and 5:00 p.m., unless otherwise specified and incorporated into the contract or purchase order document. Delivery shall be to the location specified in the terms and conditions or purchase order.
43. **Protests:** Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

# General Information

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## 1. Intent

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- a. Polk State College requires Hass Lathe (or better) to fulfill requirements for Southeastern Economic and Education Leadership Consortium (SEELC) grant.
- b. The intent of this Invitation to Bid (ITB) is to purchase a new Hass (or better) Mill, for use in credit and non-credit course training and instruction, leading to industry certification.

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## 2. Pre-Bid Conference

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A Pre-Bid Conference will be open to all interested parties, at which time Polk State College staff will be present to answer questions and explain the intent of the ITB Documents. At this meeting, any suggested modifications may be presented or discussed with the College's representatives as a possible addendum to the ITB. Any conclusions reached at this conference which amend the ITB Documents will be issued in the form of an Addendum. Attendance is not mandatory, but is encouraged.

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# Tentative Procurement Schedule

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Date	Activity, Location & Time
June 14, 2014	ITB Advertised and released (distributed)
June 27, 2014	Pre-Bid Conference
July 3, 2014	Cut-off for Bidder's questions
July 9, 2014	Bids Due <i>Deliver to Purchasing, Room WAD-139 by 4:00 p.m.</i> <i>Formal opening in Room WAD-236 immediately thereafter</i>
July 11, 2014	Award by the President

The above tentative schedule is subject to change. All changes will be posted.



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## Specifications for Mill

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1. New
2. HAAS Mill– or better
  - a) **Vertical Machining Center; 30" x 16" x 20" (762 x 406 x 508 mm), 40 taper, 30 hp (22.4 kW) vector drive, 8100 rpm, inline direct-drive, 1000 ipm (25.4 m/min) rapids, 1 MB program memory, 15" color LCD monitor, USB port.**
  - b) **SMTC-24 :This Haas-designed side-mount tool changer holds 24 tools, plus one in the spindle.**
  - c) **TSC : This through-spindle coolant system provides up to 300 psi (21 bar)**
  - d) **WIPS-R : Wireless Intuitive Probing System; Renishaw wireless tool-setting probe and Renishaw wireless work offset probe; includes macros, spindle orientation and coordinate rotation and scaling**
  - e) **AUGER : auger-style chip conveyor**
  - f) **HIL: Halogen lights manually.**
  - g) **P-COOL : The Programmable Coolant Nozzle is a multi-position nozzle that automatically directs coolant precisely at the cutting tool. The position of the nozzle is controlled via the program.**
  - h) **HSM : The Haas high-speed machining**
  - i) **RJH-C: The patented Haas Enhanced Remote Jog Handle with color LCD**
  - j) **CSMD: Control Simulator Module; dual software (mill and lathe), LCD display, USB port, slim dimensions; only 7" (178 mm) deep.**
  - k) **EWV-1 : An additional 1-year extended warranty parts and labor.**
  - l) **Tooling Package: Includes CAT 40 Tool Holders and (x2) 8" Vises**

# Special Terms & Conditions

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## 1. Price

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- a. Price shall include:
  - 1) Mill in compliance with all specifications
  - 2) All dealer fees, if any.
  - 3) All delivery fees, if any.
  - 4) All set up charges, if any.
  - 5) All software license fees, if any

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## 2. Delivery:

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- a. **Delivery Date:** Mill must be delivered to the Advanced Technology Center of Polk State College **before September 22, 2014.**
- d. Notify Polk State College Purchasing Director, or designee, no less than 24 hours prior to delivery. Deliveries will be accepted only between 8:00 a.m. and 3:00 p.m. on the College's normal working days. Transport deliveries must be unloaded and ready for inspection prior to 2:00 p.m. (weekends and holidays excepted).

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## 3. Delivery Location:

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Equipment is to be delivered to:

Polk State College  
Advanced Technology Center  
310 Technology Drive  
Bartow, FL 33830

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## 4. New Equipment:

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- a. The vehicle Bid and delivered shall be a new, currently advertised, standard production model.
- b. **The scope** of these specifications is to insure the delivery of a complete unit ready for operations. Omission of any essential detail from these specifications does not relieve the awarded Bidder from furnishing a complete unit. All items not specifically mentioned, but necessary to render the unit complete and operational shall be included in the bid price.

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**5. Manuals & Documentation:**

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- a. The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

TYPE OF MANUAL	NUMBER OF COPIES
Operational Manual	2
Parts Manual	2
Repair Manual	2

- b. In addition to the above, the equipment shall be delivered with the following documents, as applicable:

- 1) Statement of Origin
- 2) Warranty certifications

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**6. Standard Warranty:**

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- a. Polk State College requires a minimum one (1) year warranty, to include all parts and labor.
- b. Should the equipment fail during the warranty period and require transport for any reason; the Contractor shall bear such expense.

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**7. Special Requirements:**

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- a. If so requested by Polk State College at time of award, Contractor shall provide certification that equipment offered meets all standards specified.
- b. State the manufacturer/brand name offered, if bidding an "equal or better" item, on the Bid Response Form.

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**8. Specification Exceptions:**

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- a. Specifications are based on the most current literature available.
- b. Bidders must indicate any deviation from the specifications and enclose a copy of manufacturer's specification data detailing the changed item(s).
- c. Additionally, Bidders must indicate any options requiring the addition of other prerequisite options as well as those which are included as a part of another option.

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**9. Equipment Descriptions:**

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Bidder shall provide a complete set of manufacturer's specifications and illustrated descriptions with their bid.

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**10. Proprietary/Restrictive Specs:**

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- a. Prospective bidders who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Purchasing Department upon receipt of this Invitation for Bid, **prior** to bid opening.
- b. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bid.

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**11. Inspection / Acceptance:**

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- a. Equipment is to be set-up, inspected, tested and demonstrated at Advanced Technology Center, Bartow, FL. at no charge upon notification by the College.
- b. Inspection and acceptance of equipment as specified will be accomplished by a designated representative of Polk State College.
- c. Receipt shall not constitute acceptance.
- d. **Final acceptance** and authorization of payment shall be given only after a thorough inspection by Polk State College personnel, which indicates that the equipment meets all bid specifications, terms, and conditions.
- e. **Should the delivered equipment differ in any respect from the specifications, payment will be withheld until such time as the Contractor takes necessary corrective action.**
- f. Should a representative of Polk State College agree to accept equipment with items of equipment or parts missing on the condition that said missing items will be furnished by the Contractor within a stipulated time period, then payment will be withheld until the missing items are delivered and installed.
- g. Should the problem(s) not be rectified within a reasonable time period, the Purchase Order shall be terminated and supplier shall pick-up the unacceptable equipment at no cost to Polk State College.

# The Bidding/Award Process

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## 1. Bid Opening

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- a. The Public Bid Opening will be held in the Room WAD-236 on Polk State College's Winter Haven Campus. All interested parties are welcome and encouraged to attend.
- b. Only the Bidders' names and totals/subtotals shall be read aloud at the Public Bid Opening.
- c. Persons with disabilities needing assistance to participate in the Public Bid Opening should call the Purchasing Agent at least 48 hours in advance of the meeting.

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## 2. Evaluation / Award:

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- a. Evaluation/Award will be based on:
  - \* Conformance to specification – brand name or better determination
  - \* Price
  - \* Responsiveness & responsibility (Delivery and Warranty).

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## 3. Award

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- a. Recommendation for Award shall be made for the **lowest, responsive, responsible Bidder**.
- b. As the best interest of Polk State College may at its sole discretion, request a re-bid or abandon the solicitation in its entirety.
- c. Bidders are cautioned to make no assumption until Polk State College has issued a purchase order.
- d. Award will be made by the President of Polk State College.

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## 4. Extension of Time for Acceptance

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- a. Polk State College reserves the right to extend the time period of acceptance of the bids submitted, including all terms and conditions of the ITB Documents, by mutual agreement in writing.

# Invoicing Procedures

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## 1. Purchase Orders:

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- a. Polk State College shall issue a Purchase Order (PO) to the awarded Bidder.
- b. All terms and conditions and specifications of the ITB shall be incorporated by reference.

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## 2. Payment upon Acceptance

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- a. **Partial billing will not be accepted.**
- b. Polk State College will pay 100% of the Bid price after delivery, inspection, and acceptance is complete..

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## 3. Items Not Provided For in Contract

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- a. No claim for items furnished by the Contractor not specifically provided for herein shall be honored.

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## 4. Invoice Submittal:

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- a. Payment for accepted delivery will be accomplished by submission of an invoice, to Polk State College's Accounts Payable Department.
- b. Payment for any and all invoices as a result of a PO issued pursuant to this ITB shall meet the following conditions to be considered as a valid payment request which shall contain:
  - a) The PO number
  - b) PO line item number
  - c) Federal Employer Identification Number (F.E.I.N.).
  - d) A sufficient description to identify the item payment is requested.

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## 5. Terms of Payment:

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Polk State College's terms are "Net 30 Days" after receipt of an acceptable.

# Bid Submittal Forms

Bid Response Form  
Bidder Information Form  
Drug-Free Work Place Form  
M/WBE Declaration Form  
W-9 Form  
Statement of No Bid

**Electronic copies of the above forms  
are available below**

# Bid Response Form

## ITB #14-11

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In accordance with the foregoing terms, conditions and specifications, the undersigned Bidder hereby submits the following firm, fixed prices for supplying Polk State College, **FOB Destination** (*delivered to Polk State College's Winter Haven campus*), with the following:

Item	Description	Price
1.	Mill, HAAS 'or better' <i>Indicate Make/Model being Bid:</i> <hr/> <i>Attach specifications and/or descriptive literature.</i>	\$
2.	Dealer Fees (all)	\$
3.	Delivery Fee	\$
4.	Set-up Fees	\$
5.	Software License / Registration Fee	\$
TOTAL:		\$

Bidder: \_\_\_\_\_

*This form **must** be completed and returned with your Submittal.*



# Bidder Information

Bidder (Company):	F.E.I.N. or SS Number:	
Mailing Address:	Street Address:	
City, State, Zip:	City, State, Zip:	
Telephone Number: (____) _____	<i>I hereby certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this Bid for the Bidder.</i>	
Fax Number: (____) _____		
Toll Free Number: (____) _____		
Type of Entity: <i>(check one)</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Corporation   <input type="checkbox"/> Proprietorship         </div> <div style="width: 45%;"> <input type="checkbox"/> Partnership   <input type="checkbox"/> Joint Venture*  <small>*See Page 6, item 41</small> </div> </div>		
Incorporated in the State of: _____  Year: _____		
M/WBE: <input type="checkbox"/> No <input type="checkbox"/> Yes <i>(attach M/WBE form)</i>	Delivery in ____ days, ARO	Payment Terms: ____% ____ days, Net 30
Email Address:	Website Address:	

X

*Authorized Signature*

Typed/Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Bids may not be withdrawn for a period of 90 days after bid opening. All items bid must be in compliance with the stated specifications. Any Bidder taking exception shall indicate those exceptions on company letterhead and attach to their Bid.

Any questions regarding this ITB should be addressed to Philip Charneskie (863) 297-1083, or via Email at **pcharneskie@polk.edu**.

*This form must be completed and returned with your bid submittal.*

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# Drug-Free Workplace Form

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The undersigned Bidder in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_\_ does:

*(Name of Business)*

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

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

*X* \_\_\_\_\_

Bidder's Signature

\_\_\_\_\_  
Date

*This form must be completed and returned with your bid submittal, if applicable.*

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## Minority and Woman Owned Business Declaration

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Bidder hereby declares that it is a Minority/Woman Owned Business Enterprise by virtue of the following:

Type of Business: Check applicable block(s)

- ☐ **“African-American”** includes persons having origins in any of the black racial groups of African.
- ☐ **“Woman-Owned Business Enterprise”**
- ☐ **“Hispanic American”** includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish cultures or origins, regardless of race.
- ☐ **“Native American”** includes American Indians, Eskimos, Alaskan Indians, Aleuts and Native Hawaiians.
- ☐ **“Asian-Pacific Americans”** includes persons whose origins are from Japan, China, Taiwan, Korea, Southeast Asia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and Northern Marianas.
- ☐ **“Asian-Indian Americans”** includes persons whose origins are from India, the Indian Sub-Continent and Pakistan.

***Note:** MBE and WBE are defined by Federal register 49 CFR, Part 23, as a business firm which as at least fifty-one percent (51%) owned by minority or women group members, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by the minority or woman. The minority or woman ownership must exercise actual day-to-day management and control of the business. § 287.094 states that it is unlawful for any individual to falsely represent any entity as a minority business enterprise. A person in violation of 287.094 is guilty of a felony of the second degree.*

Bidder:	
Certified by ( <i>name of Public Entity, if applicable</i> )	
Certificate Number:	
Signature: <b>8</b>	Date:  <div style="text-align: right;">Attach copy</div>

**Attach a copy of your certificate from the State of Florida’s Office of Supplier Diversity.**

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor

☐ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).  
**However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on  
page 3. For other entities, it is your employer identification number (EIN). If you do not have a number,  
see How to get a TIN on page 3.**

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number  
to enter.

Social security number

or

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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# Statement of No Bid

## ITB #14-11

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If your company does not intend to propose on this procurement, please complete and return this form prior to the date shown for receipt of Bids:

PCC, Purchasing Department  
999 Avenue H, Northeast  
Winter Haven, Florida 33881-4299

We, the undersigned, have declined to bid on the above referenced Invitation to Bid for the following reason(s):



Scope of Work or Terms and Conditions are too "restrictive." (Please explain below.)



Unable to meet requirements



ITB was unclear. (Please explain below.)



Insufficient time to respond



We do not offer this type of service or equivalent.



Other (Please explain below.)

REMARKS: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Type or Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Email Address

