



POLK STATE

## Business Services

# ITB #13-02

## Invitation to Bid HVAC Maintenance

Due: November 22, 2013 at 4:00 p.m.

[polk.edu/purchasing](http://polk.edu/purchasing)

**Contact: Phillip Charneskie, Director of Purchasing**



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Submit Bid to:  <b>Polk State College</b> <b>999 Avenue H, Northeast</b> <b>Winter Haven, Florida 33881-4299</b>  Attn: <b>Purchasing</b> <b>Room WAD-139</b>		<h1 style="text-align: center;">Invitation to Bid</h1>	
Contact: <b>Philip Charneskie</b> <b>Director of Purchasing</b>  Phone: <b>863-297-1083</b> Fax: <b>863-297-1085</b>  Email: <b>purchasing@polk.edu</b> Website: <b>www.polk.edu/purchasing/</b>		ITB #:  <h2 style="text-align: center;">13-02</h2>	
Pre-Bid Conference Date:  <b>Nov. 7, 2013 at 8:00 a.m.</b>		ITB Title:  <h2 style="text-align: center;">HVAC Maintenance Services</h2>	
Pre-Bid Conference Location:  <b>Room WLR 104, at above address</b>			
Bid Due Date & Time:  <b>Nov. 22, 2013 at 4:00 p.m.</b>		ITB Issue Date:  <b>Nov. 1, 2013</b>	
		Contract Start Date:  <b>Dec. 12, 2013</b>	
Dedicated Webpage for this procurement: <a href="http://www.polk.edu/purchasing/bids-rfps/13-02/">http://www.polk.edu/purchasing/bids-rfps/13-02/</a>			
Location of Public Opening:  <b>Room WAD-236, at above address, Administration Bldg.</b>			
<p><b>1. Solicitation Intent/ Overview:</b></p> <ol style="list-style-type: none"> <li>1. The previous contract for Physical Plant Maintenance has expired.</li> <li>2. Select one or more service agencies for Heating, Ventilation, and Air Conditioning (HVAC) maintenance services at all College owned locations.</li> <li>3. Polk State desires to contract with a company or companies to provide full mechanical and electrical maintenance and water treatment chemicals for HVAC equipment.</li> </ol> <p><b>These documents constitute the complete set of terms and conditions, specification requirements, Scope of Work, and Bid forms.</b></p>			

# Specifications / Scope of Work

## 1. General

- a. The Contractor must provide Polk State with periodic preventive maintenance and inspection on the equipment specified on **pages 8 through 13**. This scheduled maintenance shall meet or exceed the requirements of the original equipment manufacturer. The Contractor will provide monthly reports of completed scheduled maintenance. Contractor will be responsible for all repairs, materials & labor.
- b. This scope of work establishes minimal guidelines for service requirements for this contract, in the event that a conflict exists and an original equipment manufacturer or a legally authorized governing authority has a conflicting requirement in existence at the beginning of this contract period, then the most stringent requirement shall prevail and become the adjusted minimum service requirement for this contract, as part of the pre-negotiated standard monthly contract fee.
- c. The Contractor shall be required to perform initial inspection and verification of the status of the covered equipment and assumes the risk of covering the equipment and all required repairs, pre-existing conditions included; unless specifically identified and the coverage is omitted and identified as a mutually agreed exclusion prior to entering into this contract.
- d. Advanced Technology Center is currently under construction and expected to be open Jan. 2014, equipment to be serviced on or before Jan. 2015. At the discretion of the college, we will include either add to the contract by Addendum or initiate a separate Bid.
- e. Center for Public Safety is currently in the planning stage and expected to be open Jan. 2016, equipment to be serviced on or before Jan. 2017. At the discretion of the college, we will include either add to the contract by Addendum or initiate a separate Bid.

## 2. Service

- a. Contractor shall provide scheduled monthly and annual service, and unscheduled emergency and call back service seven (7) days a week, twenty four (24) hours a day including holidays, if required.
- b. Contractor shall provide all materials, parts, labor, supervision, tools, rigging, travel, shipping, storage, and disposal required to complete this scope of work as part of the standard monthly contract fee to the equipment specified on **pages 8 - 13**, such as:
  - 1) Winter Haven Multi-Services Building Central Plant
  - 2) Winter Haven Controllers and Variable Frequency Drives for HVAC
  - 3) Lakeland Central Plant Equipment and Maintenance Building
  - 4) Lakeland Controllers and Variable Frequency Drives for HVAC.
  - 5) J.D. Alexander Building Chiller and Chilled water pumps
  - 6) J.D. Alexander Building controllers and variable frequency drives for HVAC
  - 7) Provide water treatment for chilled water loop at JD Alexander Building

## 3. Scheduled services shall include the following:

- a. Provide all labor and supervision, parts, materials, tools, and rigging to perform full service maintenance and repairs on the equipment listed on **pages 8 - 13**.

- b. Provide written monthly system report.
- c. Provide full service water treatment of the chilled and condensed water and hot water loops, including all chemicals, labor and equipment.
- d. Provide a minimum of 12 monthly inspections of the equipment per year.
- e. Provide 24 hour, 7 day a week emergency services as part of the standard monthly fee.
- f. Provide initial inspections to verify equipment on **pages 8 through 13**. Measure and provide initial standard readings of all systems.

**4. Emergency Services:**

Polk State requires physical plant equipment maintenance services to be provided 24 hours a day, seven (7) days a week, including holidays, when necessary.

**5. Call Back Services**

Polk State's Representative will contact the Contractor when call-back services are required.

**6. Response/Arrival Time**

- a. **Emergencies:** Technicians must arrive within four (4) hours after notification.
- b. **Call backs:** Technicians must arrive within twenty-four (24) hours after notification.
- c. Any deviation from these time requirements and scheduling of all routine visits shall be approved by Polk State's Facilities Plant Manager, Lakeland or Winter Haven, as applicable.

# Regular Maintenance

## 1. Chillers

### a. Winter Haven:

#### 1) Monthly Inspection:

- a) Remove loose dust, dirt, and debris on exterior surfaces.
- b) Logging, recording, and legible written reporting of checks of safety controls and flow switches.
- c) Purge unit operation, oil level and pressure, refrigerant level and pressure, lube system, oil return system, operation of motor and starter
- d) Verification of display data accuracy of micro-computer controller and sensors.
- e) Repair leaks
- f) Top off levels
- g) Perform other repairs as indicated from inspection.
- h) review operating logs.
- i) Compose, review, and update parts, materials, supplies, repairs, and adjustment logs.
- j) Repair any insulation covers or hardware, etc. damaged or removed during service operations.

#### 2) Annual:

- a) Shutdown inspection, preventative maintenance, and repair as indicated of compressor and motor assembly, record voltages, meg and record motor winding resistance, lubricate motor. Check motor shaft alignment, drive coupling, and seals.
- b) Check and lubricate inlet vane operator and linkage. Service compressor oil and purge unit systems, change oil and filters and remove used oil and filters from Owner's property and return to a licensed reclamation center or hazardous waste disposal facility as required by applicable law.
- c) Perform and report on oil sample analysis, check oil pump operation, seals, heater, strainer, and valves. Remove dirt and loose particulate from interior of waterboxes, tube sheets, and brush tubes.

### b. Lakeland, Winter Haven and JD Alexander Center in Lake Wales:

#### 1) Monthly Inspection:

- a) Remove loose dust and dirt and debris on exterior surfaces of chillers and condensers.
- b) Logging, recording, and legible written reporting of checks of compressor oil level, refrigerant level and pressure, condenser and evaporator suction, discharge temperatures, operation of compressors and starters,
- c) Verification of microprocessor controller and sensor operation
- d) Repair leaks and top off levels
- e) Perform other repairs as indicated from inspection
- f) Review operating logs,
- g) Compose, review, and update parts, materials, supplies, repairs, and adjustment logs.
- h) Repair any insulation covers or hardware, etc. or hardware damaged or removed during service operations.

2) **Bi-annually** [two (2) times each calendar year]:

a) Preventative maintenance:

- 1) Torque all power electrical connections
- 2) Test fan/cool head pressure control circuit
- 3) Test compressor motor protector
- 4) Test compressor lockout timer
- 5) Test low pressure control
- 6) Test high pressure control
- 7) Test oil pressure safety control
- 8) Test and calibrate control band settings
- 9) Water flush evaporator shells
- 10) Test thermostatic expansion valves
- 11) Test liquid line solenoid valves
- 12) Perform refrigerant oil analysis
- 13) Change filter driers as indicated from tests
- 14) Remove used filters from property and return to a licensed reclamation center or hazardous waste disposal facility as required by applicable law
- 15) Check and cycle lead-lag sequence
- 16) Clean outside surface of condenser coils with non-acid foaming coil cleaner
- 17) Purge condenser to prevent buildup of non-condensables
- 18) Perform other repairs as indicated from inspection and maintenance
- 19) Review operating logs
- 20) Compose, review, and update parts, materials, supplies, repairs, and adjustment logs.
- 21) Repair any insulation covers or hardware, etc. damaged or removed during service operations.

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**2. Conductivity Controllers – Winter Haven:**

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- a. Monthly verification and recalibration of conductivity sensor and display.
- b. Test water bleed off solenoid valve, and repair as indicated.

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**3. Control Valves – Winter Haven:**

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- a. Monthly inspection of actuators and linkages.
- b. Lubricate and repair as indicated.
- c. Annually clean actuator shafts and linkages of accumulated dust, dirt, and debris.

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**4. Cooling Towers – Winter Haven:**

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- a. Monthly inspection of unit condition and operation of water level float valve.
- b. Verify condition of cooling water treatment levels and application programs.

- c. Verify power drive fluid level, fan blades, drive coupler, and motor operation, repairs and adjustments as indicated from inspection.
- d. Annually flush and clean tower fill, sump, and liquid spray heads and strainers.
- e. Lubricate bearings, change gearbox oil, remove old gearbox oil from Owner's property and return to a licensed reclamation center or hazardous waste disposal facility as required by applicable law.

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**5. Cooling Water Treatment Condensers – Winter Haven**

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- a. Monthly inspection, monitoring, analysis, and legibly written reporting of water treatment program status (daily operation of which shall remain the responsibility of Polk Community College).
- b. Inventory, stocking, and reorder and supply of all treatment chemicals and their delivery as indicated from the monthly inspection.

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**6. Chilled Water Loop Treatment**

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- a. **Winter Haven:** Monthly inspection, monitoring, analysis, and legibly written reporting of water treatment program status stating any recommendations and formal notification of any detrimental conditions only.
- b. **Lakeland:** Bi-annual [two (2) times each calendar year] inspection, monitoring, analysis, and legibly written report of water treatment program status stating any recommendations and formal notification of any detrimental conditions.
- c. **JD Alexander Center:** Bi-annual [two (2) times each calendar year] inspection, monitoring, analysis, and legibly write report of water treatment program status stating any recommendations and formal notification of any detrimental conditions.

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**7. Chiller Energy Management Package Controllers Lakeland and Winter Haven:**

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Repair and/or replacement coverage of package controller failure not resulting from improper installation, misuse, unintentional damage, physical damage, lightning, power surge or static discharge that hinders, delays, or cancels operation or repair to the other covered equipment.

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**8. Energy Management Sensors for temperature, flow, and pressure, etc.**

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**a. Winter Haven:**

Repair and/or replacement coverage of all energy management sensors for temperature, flow, and pressure, humidity, etc. which may become defective and cause delays or cancellation of required repairs; or damage to, the other covered equipment when such failure is not resulting from improper installation, misuse, unintentional damage, physical damage, lightning, power surge or static discharge.

**b. Lakeland:**

- 1) Repair and/or replacement coverage of all energy management sensors for temperature, flow, and pressure, CO<sup>2</sup>, humidity, etc. which may become defective and cause delays or cancellation of required repairs; or damage to, the other covered equipment when such failure is not resulting from improper installation, misuse, unintentional damage, physical damage, lightning, power surge or static discharge.
- 2) Bi-annual test & verification of all EM sensors for air handlers and chillers.

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**9. Hot Water Loop Water Treatment Winter Haven:**

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- a. Monthly inspection, monitoring, analysis, and legibly written reporting of water treatment program status including any recommendations and formal notification of any detrimental conditions.
- b. Inventory & Treatment

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**10. Motor Controllers (Chiller Starters):**

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- a. Monthly verify chiller motor starter operation.
- b. Annually clean and inspect devices and torque electrical contacts and connections and repair as indicated.

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**11. Pumps and Motors:**

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- a. Monthly remove loose dust and dirt and debris on exterior surfaces, flush all in line strainers, inspect operation and seals and repair as indicated.
- b. Repair any insulation damaged during service operations. Annually inspect, compose, record, and report motor voltage, amp readings, and pressure and/or flow rates, annually verify pump shaft alignment and lubricate pump and motor.
- c. Annually disassemble in line strainers, clean, and reinstall.

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**12. Variable Frequency Drives:**

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- a. Quarterly [four (4) times each calendar year]; remove loose dust, dirt and debris on exterior surfaces and interior of electronic enclosures.
- b. Bi-Annually [two (2) times each calendar year] inspect operation and compose, record, and report motor voltage and amp readings, torque electrical contacts and connections of drive and bypass sections and repair as indicated.

Equipment to be Serviced Winter Haven Campus Central Plant Equipment	
Quantity	Device
1	Chiller #1 York Centrifugal Model YT-A1-B1-CFD 150 ton R-11
1	Motor Controller #1 Westinghouse Trm-Aire 460V 175FLA
1	Cooling Tower #1 Marley Galvanized Steel Plastic Fill 150 ton
1	Tower fan drive line and 2 speed motor #1 5 ½ HP
1	Water Pump #4 Auora 7.5 HP
1	Condenser Pump #1 Auora 7.5 HP
1	Lakewood Instruments Conductivity Controller #1 Model 412
1	Chiller #2 York Centrifugal Model AT-C1-D3-C1-CJD 250ton R-11
1	Motor Controller #2 Westinghouse Trm-Aire 460V 246 FLA
1	Cooling Tower #2 Marley Galvanized Steel Plastic Fill 250 ton
1	Tower fan drive line and 2 speed motor #2 15 HP
1	Water Pump #5 Auora 10 hp
1	Condenser Pump #2 Auora 15 HP
1	Lakewood Instruments Conductivity Controller #2 Model 400
1	Chiller #3 York Centrifugal Model AT-C1-D3-C1-CJD 250 ton R-11
1	Motor Controller #3 Westinghouse Trm-Aire 460V 246 FLA
1	Cooling Tower #3 Marley Galvanized Steel Plastic Fill 300 ton
1	Tower fan motor 15 HP variable speed motor
1	Water Pump #3 Auora 15 HP
1	Condenser Pump #2 Auora 15 HP
1	Lakewood Instruments Conductivity Controller #2 Model 400
1	Secondary Chilled Water Pump and Motor #7 Auora 60 HP
1	Secondary Chilled Water Pump and Motor #10 Auora 60 HP
1	Chilled Water Tank Supply Pump and Motor #8 Auora 10 HP
1	Chilled Water Tank Supply Pump and Motor #9Auora 10 HP
4	Chilled Water Supply Valves Pneumatic operated
2	Hot water pumps and motors Auora 15 HP
Lot	All cooling water treatment chemicals and monthly field testing
Lot	Campus wide chilled water loop monthly field testing and water analysis and associated chemicals
Lot	Campus wide hot water loop monthly field testing and water analysis and associated chemicals
Misc. / College-wide	Energy Management sensors for temperature, flow and pressure, etc. which may become defective and cause delays or cancellation of required repairs, or damage to the covered equipment.
Misc. / College-wide	Motor replacement on all Air Handlers

<b>Equipment to be Serviced Winter Haven Campus Central Plant Equipment</b>	
<b>Quantity</b>	<b>Device</b>
3	Chiller
3	Cooling Tower
3	Conductivity Controllers
5	Variable Frequency Drives
2	Dual wound two speed fan motors
1	Variable speed fan motors
12	Pumps and motors
5	Control Valves
17	Variable Frequency Drives for Air Handlers
Misc. / College-wide	Energy Management sensors for temperature, flow and pressure, etc. which may become defective and cause delays or cancellation of required repairs, or damage to the covered equipment.
<b>Winter Haven CHS Building</b>	
<b>Quantity</b>	<b>Device</b>
1	Trane RAUJC404BB030BDF00010 Condensing Unit

**Equipment to be Serviced  
Lakeland Campus  
LAC/LLC Chiller Plant # 1**

Quantity	Device
1	Chiller #1, Carrier Air-cooled screws, Model #30XAA2006J-06SC3, S/N 4009Q91204, 134a refrigerant, 200 tons capacity
1	Chiller #2, Carrier Air-cooled recip compressors, Model #30GTN-130-KV-KA, R-22 refrigerant, 130 tons capacity
1	Chiller #3, Carrier Air-cooled Screws, Model #30XAA2006J-06SC3, S/N 4009Q91206, 134a refrigerant, 200 tons capacity
1	Circulation Pump # 1, 5 HP, Weinman In-Line UniPump, Located in Room LAC-1015
1	Circulation Pump # 2, 5 HP, Weinman In-Line UniPump, Located in Room LAC-1015
1	Circulation Pump # 3, 15 HP, Taco VL, Verticle In-Line, Located in Room LAC-1013
1	Circulation Pump # 4, 15 HP, Taco VL, Verticle In-Line, Located in Room LAC-1013
10	Energy Management Chilled Water Temperature Sensors located inside the Chiller plant area
3	Chiller Management Controller (one for each chiller)
Misc.	Energy Management sensors for temperature, flow and pressure, etc. which may become defective and cause delays or cancellation of required repairs, or damage to the covered equipment.
32	Chilled Water Temperature Sensors
32	Duct Air Temperature Sensors

**Equipment to be Serviced  
Lakeland Campus  
LTB – Chiller Plant # 2**

Quantity	Device
1	Chiller # 1 – York Package Air cooled screws, Model #YCAV0267S, 134a refrigerant, 265.5 tons capacity
1	Chiller # 2 – York Package Air cooled screws, Model #YCAV0267S, 134a refrigerant, 265.5 tons capacity
1	Circulation pump CHWP #1, 40 HP, Marathon Electric, In-line, Model #CVB324TTFC4026ABS, Supply
1	Circulation pump CHWP #2, 40 HP, Marathon Electric, In-line, Model #CVB324TTFC4026ABS, Supply
1	Circulation pump CHWP #1, 10 HP, Marathon Electric, In-line, Model #CVF215TTFW4026CDL, Return
1	Circulation pump CHWP #2, 10 HP, Marathon Electric, In-line, Model #CVF215TTFW4026CDL, Return
7	Energy Management Chilled Water Temperature Sensors located inside the chiller plant
4	Danfoss VFD Controllers for pump speed control
2	On-board Chiller Management controllers (one for each chiller)
Misc. / College-wide	Energy Management sensors for temperature, flow and pressure, etc. which may become defective and cause delays or cancellation of required repairs, or damage to the covered equipment.

**LLC – Lakeland Learning Center**

Quantity	Device
1	2 HP Danfoss VFD Controllers Model #LSL122DV
1	5 HP Danfoss VFD Controllers Model #LSL111DV
5	7.5 HP Danfoss VFD Controllers Model # LSL114DV/117DV/122DV
1	15 HP Danfoss VFD Controllers Model #LSL122DV
16	Chilled Water Supply and Return Temperature Sensors for AHU#1-8
16	Supply and Return Air Temperature Sensors for AHU#1-8
Misc. / College-wide	Energy Management Sensors for temperature, flow and pressure, etc. which may become defective and cause delays or cancellation of required repairs, or damage to the covered equipment

<b>Equipment to be Serviced Lakeland Campus LAC – Lakeland Academic Center</b>	
<b>Quantity</b>	<b>Device</b>
2	7.5 HP Danfoss VFD Controllers Model #LSL114DV
2	10 HP Danfoss VFD Controllers Model # 117DV
3	15 HP Danfoss VFD Controllers Model # LSL117DV
3	5 HP Trane VFD Controllers Model #Trane TR200 (student center)
1	10 HP Trane VFD (Student Center)
21	Energy Management Sensors for temperature, humidity, flow, pressure, etc. (student center)
16	Chilled Water Supply and Return Temperature Sensors for AHU#11-18
16	Supply and Return Air Temperature Sensors for AHU#11-18
Misc. / College-wide	Energy Management Sensors for temperature, flow and pressure, etc. which may become defective and cause delays or cancellation of required repairs, or damage to the covered equipment
<b>LTB – Lakeland Technology Building</b>	
<b>Quantity</b>	<b>Device</b>
7	Danfoss VFD Controllers for Model XTI York AHU#1-7
7	Danfoss VFD Controllers for AHU#1-7 exhaust fans
Misc. / College-wide	Energy Management Sensors for temperature, flow and pressure, etc. which may become defective and cause delays or cancellation of required repairs, or damage to the covered equipment

Equipment to be Serviced JD Alexander Center	
Quantity	Device
1	40 ton air cooled chiller, Carrier model 30RAN040 – E511CX
2	Marathon Electric 2 HP circulating pumps
3	GE AF-300 variable speed drives

Equipment to be Serviced Lake Wales Art Center	
Quantity	Device
1	Trane 1/2001 Model # TTAD42D300BO Ser # ZD452AD3F
1	Trane 4/2001 Model # TTAD42D300BO Ser # Z171YXB3F
1	Carrier 2010 Model # 38AUZA25AOB5AOAOAO Ser # 291OU18855
1	Trane 8/2001 Model # TTAD18DC300EA Ser # Z334HAKAH
1	Trane 6/2001 Model # TTRO18D100A2 Ser # Z24167H3F
1	Trane 6/2009 Model # TTA18OB00F Ser # 92623UXTD
1	Trane 5/2001 Model # TTA180B300DA Ser # Z194APJYAH

## General Conditions, Instructions & Information for Bidders

### 1. **Definitions:**

- a. **Invitation to Bid:** A formal request soliciting bids. Includes specifications or Scope of Work and all contractual terms and conditions. Hereinafter referred to as ITB.
- 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, integrity, perseverance, reliability, capacity, facilities, equipment and credit which will assure good faith performance.
- f. **Primary Supplier or Contractor:** An individual or company awarded the ITB/contract.
- g. **Polk State:** Polk State College.

### 2. **Contact:** Any questions, recommended changes to the ITB documents, or other matters regarding this ITB must be directed to the Purchasing Department as indicated on **page 1**.

All prospective Bidders are hereby instructed not to contact any member of the District Board of Trustees or Polk State College (Polk State) Staff member other than the noted contact person regarding this ITB or their proposal **prior to approval of award by the District Board of Trustees**. Any such contact shall be cause for disqualification. **Exception:** Contact may be made during the Pre-Proposal Conference and Oral Presentations.

### 3. **Inquiries:** All Bidders shall carefully examine the ITB documents. Any ambiguities or inconsistencies shall be brought to the attention of Polk State in writing prior to the due date; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the ITB documents shall be requested in writing, and received by Polk

State's Purchasing Department by **4:00 p.m. on Nov. 22, 2013**.

All questions must be E-mailed to [ITB1302@polk.edu](mailto:ITB1302@polk.edu).

Any question concerning the intent, meaning and interpretations of the ITB documents shall be requested in writing, and received by POLK State's Purchasing Department 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 change to the ITB will be made in the form of a written Addendum to the ITB and will be furnished to all Bidders.

### 4. **Addendum:** Polk State will record its responses to inquiries, clarifications, any supplemental instruction, and/or necessary revisions to ITB documents, in the form of a written addendum.

Should revisions to the ITB documents become necessary, Polk State will provide a written addendum to all Bidders who attended the pre bid conference. All addenda will be additionally posted on the Purchasing Department's website (see page 1 for Internet address).

All Bidders should **check the website** at least **seven (7) calendar days** before the date fixed for receiving the proposals to ascertain whether any addendum have been issued.

The Bidders shall acknowledge receipt of all addenda by signing, dating, and returning the acknowledgement page of the latest/final addendum with their Bid. Previous addenda will be deemed received. It is the Bidder's responsibility to contact the Purchasing Department in the event that a previous addendum was not received.

### 5. **Execution of Bid:** Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections

made by Bidder to any part of the ITB document must be initialed in ink. The original ITB terms & conditions and specifications cannot be changed or altered in any way. Altered Bids will not be considered. Clarification of Bids submitted shall be in letter form, signed by Bidders and attached to the Bid.

6. **Bid Submittal:** All bid forms 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

Bids not submitted on the enclosed Bid Forms shall be rejected.

Bidders shall submit **four (4) complete sets (one [1] original and four [3] copies) and one (1) electronic copy on a Flash Drive** of their Bid, complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS ITB CONSTITUTES AN **OFFER** BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of Polk State.

7. **Delays:** Polk State, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of Polk State to do so. Polk State will notify Proposers of all changes in scheduled due dates by written addendum.
8. **No Bid:** If not submitting a Bid, respond by returning only the Statement of No Bid (**page 44**), and give the reason in the space provided. Failure to submit either a Bid or a Statement of No Bid shall be cause for removal of the Bidder from the mailing list. The form may be faxed to 863-297-1085, E-Mailed to [ITB1302@polk.edu](mailto:ITB1302@polk.edu) or sent via regular mail.
9. **Bid Receipt/Opening:** Opening of Bids shall be public, at the date/time and place as specified on Page 1. It is the Bidders sole responsibility to assure that his/her Bid is complete and delivered at the proper time and place. Bids, which for any reason are not so delivered, will not be considered. 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. **College Closing:** In the event that Polk State is closed on the due date because of weather, or other event(s), the due date shall be automatically and officially changed to 4:00 p.m. on the next business day without the need for an Addendum to be issued.

11. **Late Bids:** The bid opening time shall be scrupulously observed. The time clock located in the Purchasing Department shall serve as the official authority to determine lateness of any Bid. Under no circumstances shall Bids delivered after the time specified be considered; such Bids will be returned unopened. Polk State will not be responsible for late deliveries or delayed mail.

All required information/documents must be included in your timely Bid. Information and documents received separately after the due date/time will not be accepted/considered.

12. **Clarifications:** Polk State reserves the right to request clarification of information submitted, and to request additional information of one or more Bidders, if needed.

13. **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 (see page 1 for Internet address). Additionally, bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope.

14. **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 (address to be on PO), (4) Bidder's place of business is within the State of Florida.

15. **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.

Written amounts shall take precedence over numerical amounts. The Bidder should initial corrections in ink.

**Exception:** If the unit price is so under/overstated that it is an obvious error, the extended line item price may be divided by the estimated quantity, or decimal corrected, to establish the intended unit price (a price that should be consistent with the other unit price bids). Verification of the error must be made in writing by the Bidder. Price practicality shall prevail over the "unit price governs" rule.

16. **Taxes:** Polk State is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. Polk State's exemption number is on the face of the purchase order. A copy of the Tax Exemption Certificate is available at Purchasing's website (see page 1 for Internet address). If requested, the Purchasing Department will provide an exemption certificate to the awarded Bidder. Contractor(s) doing business with Polk State shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with Polk State nor shall any Contractor/Sub-Contractor be authorized to use Polk State's Tax Exemption Number in securing such materials.

17. **Discounts:** Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

18. **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 Polk State's Director of Purchasing either during the Pre-Bid Conference or via written request for clarification/request for addendum prior to the cut-off time for Bidder Inquiries (7 calendar days prior to the due date). Said terms of the contract are not negotiable after the bid due date.

19. **Additional Terms and Conditions:** Unless expressly accepted by Polk State, the following conditions shall apply:

Exceptions to the terms and conditions will not be accepted. No additional terms and conditions included with the Bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable 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/or any Special Terms &

Conditions in these ITB documents are the only conditions applicable to this ITB, and the Bidder's authorized signature on the Bid Response Form attests to this.

20. **Conflict of Interest:** All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of Polk State. All Bidders must disclose the name of any Polk State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

21. **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.

22. **Acceptance/Rejection:** Polk State reserves the right to accept or reject any or all Bids and to make the award to that Bidder, who in the opinion of Polk State, will be in the best interest of and/or the most advantageous to Polk State. Polk State also reserves the right to reject the Bid of any Bidder who has previously failed in the proper performance of an award or to deliver on-time contracts of a similar nature or who, in Polk State's opinion, is not in a position to perform the Scope of Work properly.

Polk State 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.

23. **Posting of Recommendation for Award:** The recommendation for award will be posted for review by interested parties at the Purchasing Department prior to submission to the appropriate level of authority for final approval of award, and will remain posted for a period of at least two (2) working days. Additionally, the recommendation for award will be posted on the Purchasing Department's website (see page 1 for Internet address).

24. **Award:** Recommendation for Award shall be made for the lowest, responsive, responsible Bidder and as the best interest of Polk State may require, the right is reserved to make award(s) by individual location, group of location, "All or None"; to reject any or 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 Polk State has entered into a contract or issued a purchase order.

25. **EEO Statement:** Polk State 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.
26. **Contractual Agreement:** The terms, conditions, and provisions in this ITB shall be merged into the final contract or purchase order. The order of precedence will be general law, the purchase order or contract, the ITB, and the response. Any and all 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.
27. **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 in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. Polk State reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to Polk State.
28. **Permits/Licenses/Fees:** Any permits, licenses, or fees required will be the responsibility of the Contractor. No separate or additional payment will be made.
29. **Indemnification:** The Bidder, without exemption, shall indemnify and save harmless Polk State, its employees and/or any of its District 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 Polk State the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, Polk State 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.

30. **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 appropriate level of authority within Polk State.
31. **Assignment:** Any purchase order or contract issued pursuant to this ITB and the monies which may become due hereunder are not assignable except with the prior written approval of Polk State, through the Purchasing Department.
32. **Compliance with OSHA:** Bidder certifies that all material, equipment, etc., contained in his/her Bid meets all applicable OSHA (Occupational Safety and Health Administration) requirements. Bidder further certifies that, if he/she is the Contractor and 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.
33. **Disqualification of Bidder:** Any or all Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.
34. **Changes/Adjustments/Deviations:** No changes, adjustments, or deviations shall be accepted on any item unless conditions or specifications of a ITB expressly so provide. Any other changes, adjustments, or deviations shall require prior written approval, and shall be binding **ONLY** if issued by Polk State's Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as required herein.
35. **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) and 119.071(1)(b), 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.

36. **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 \$35,000<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 submittal forms, Bidder attests that they have not been placed on the "Convicted Vendor List".
37. **Bid Preparation Costs:** Neither Polk State 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.
38. **Responsibility:** A Bidder must, at the time of bid opening, be capable of providing the services as Bid, and so provide such certification with their Bid or upon request.
39. **Inspection of Bidder's Facilities:** Polk State 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.
40. **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.

41. **Site Visit:** Polk State reserves the right to make a site visit to one or more of Bidder's clients to investigate/affirm the quality of services being provided without previous notice to Bidder.
42. **Protests:** Failure to file a protest within the time prescribed in Polk State's Protest Procedure shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
43. **W-9 Form:** The awarded Contractor must submit a completed W-9 form (available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>) to the Purchasing Department upon request, unless said form is already on file with Polk State.
44. **Precedence:** **ANY AND ALL GENERAL INFORMATION, SPECIAL TERMS & CONDITIONS, OR SCOPE OF WORK, ETC., ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.**

# General Information

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## 1. Budget

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Last fiscal year's annual expenditure was approximately \$100,000<sup>00</sup>.

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## 2. Pre-Bid Conference

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- a. A mandatory Pre-Bid Conference will be held at the address, date and time as specified on Page 1 of the ITB, open to all interested parties, at which time Polk State staff will be present to answer questions and explain the intent of the ITB Documents.
- a. At this meeting, any suggested modifications may be presented in writing to, or discussed with Polk State's representative(s) as a possible addendum to the ITB.
  - 1) ***Your representative who attends this meeting should have read the entire ITB document prior to this meeting.***
  - 2) Your representative should request clarification of any inaccuracies, inconsistencies, discrepancies, unclear items, or issues with the ITB document at this meeting.
  - 3) If problems with the ITB document are realized after the Pre-Proposal Conference, they must be brought to the attention of the Director of Purchasing prior to the submission date.
- b. Any conclusions reached at this conference which amend the ITB Documents will be issued in the form of an Addendum.
- d. Attendance is mandatory and attendance taken.
- e. The tentative Agenda is available on the dedicated website.
- f. ***Reminder:*** The location of the Pre-Bid Conference is NOT the location for your Submittals to be delivered. Your Proposal must be submitted to Polk State's Purchasing Department in Room WAD-139.
- g. For a copy of the map please visit our web site at [www.polk.edu/locations](http://www.polk.edu/locations).

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## 3. Gifts are Prohibited

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- a. Polk State's District Board of Trustees Rule 3.32 states the following, in part:
  - 1) Polk State employees may not accept or solicit any gift [see F.S. 112.312(12)(a) and F.S. 112.312(12)(b)] of any kind (except as otherwise provided within this rule) from any person or entity (a prohibited source) who:
    - a) is seeking official action by the employee or Polk State.
    - b) does business or seeks to do business with Polk State.
  - 2) Please govern yourselves accordingly.

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## 5. Polk State's Mission Statement / Vision / Core Values

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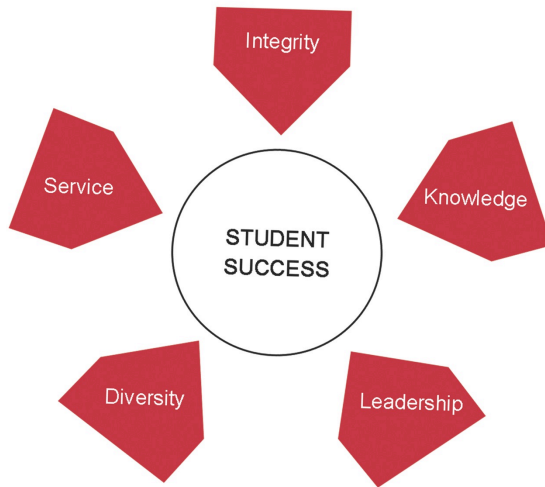
### Mission Statement:

**Polk State College,  
a quality-driven institution, transforms lives through the power of education by  
providing access to affordable associate and baccalaureate degrees, career certificates and workforce  
employment programs, delivered by diverse, qualified  
faculty and staff.**

### Vision:

**Promote excellence and student success through innovation, value and engagement.**

### Core Values:



# Tentative Procurement Schedule

1. The tentative schedule for this procurement is as follows:

Date & Time	Activity	Location
Nov. 1, 2013	ITB Advertised and released/distributed	N/A
Nov. 7, 2013 8:00 a.m.	Pre-Bid Conference followed by Tour of Winter Haven, JDA, Lake Wales Art Center, and Lakeland Campus	Room WLR -104 in the Learning Resource Building ON WINTER HAVEN CAMPUS Tour of Winter Haven Campus to follow JDA – 152 East Central Avenue, Lake Wales Lake Wales Art Center – 1099 SR 60 East, Lake Wales
Nov. 15, 2013	Cut-off for Bidder's questions, Addendum will be issued if needed	N/A
Nov. 22, 2013 By 4:00 p.m.	Bids Due	Deliver to Purchasing, Room WAD-139 Formal opening in Room WAD-236 immediately thereafter
Dec. 2, 2013	Reference check and site visits begin	N/A
Dec. 12, 2013	Contract Awarded	N/A

2. The above tentative schedule is subject to change.

3. All changes will be posted on the dedicated website at:

<http://www.polk.edu/purchasing/bids-rfps/13-02/>

# The Bidding/Award Process

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## 1. Familiarity with Sites

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- a. By submitting a bid, the Bidder acknowledges that he or she is familiar with the sites and the scope of work prior to submitting a bid.
- b. Failure of Bidder to be familiar with the service and maintenance requirements of a project of this size and complexity does not relieve the Contractor of the responsibility for completion of all required service.

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## 2. Certification of Independent Price Determination

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- a. By submission of a Bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:
  - 1) The prices in this Bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
  - 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
  - 3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit, or not to submit, a Bid for the purpose of restricting competition.
  - 4) Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to Polk State by any other provision of the bid award.

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## 3. Bid Opening

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- a. The Public Bid Opening will be held in Room WAD-236 on Polk State's Winter Haven Campus. All interested parties may attend.
- b. Only the Bidders' names and totals shall be read aloud at the Public Bid Opening. Prices for each line item will not be identified at that time.
- c. Persons with disabilities needing assistance to participate in the Public Bid Opening should call the Director of Purchasing at least 48 hours in advance of the meeting.

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## 4. Discounts

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Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

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**5. Posting of Recommendation for Award**

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- a. The recommendation for award will be posted for review by interested parties at the Purchasing Department prior to submission to the President for approval of award, and will remain posted for a period of at least two (2) working days.
- b. Additionally, the recommendation for award will be posted on the dedicated Internet webpage.

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**6. Award**

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- a. Recommendation for Award shall be made for the **lowest, responsive, responsible Bidder** and as the best interest of Polk State may require.
- b. As the best interest of Polk State may require, the right is reserved to make award(s) by campus or by total offer, or a combination thereof; with one or more suppliers.
- c. Polk State reserves the right to reject any or all Bids received, and may at its sole discretion, re-bid for these services, or abandon the project in its entirety. Bidders are cautioned to make no assumption until Polk State has entered into a contract or issued a purchase order.
- d. Award will be made by either Polk State's President, or as otherwise required by internal procedures.

# Background Checks

1. Due to Polk State having charter high schools operating at the Winter Haven and Lakeland campuses, and these services being provided for the charter high school, all of the contractor's (awarded Bidder) staff who will be providing services on those campuses are required to submit to a criminal record check, in compliance with the Jessica Lunsford Act (FS 1012.465).
2. A completed I-9 criminal record check through the Florida Department of Law Enforcement shall be made for each employee who will be delivering printed goods Polk State's Winter Haven and Lakeland campuses. These records shall be made available for review by Polk State's Representative at any time.
3. All persons working on Polk State sites shall have no criminal record/history for the past five (5) years.
4. All of contractor's employees, contractors and agents assigned to this contract/project shall be subject to the level 2 screening requirements as described in Section 1012.32 and Section 1012.465, Florida Statutes prior to working on a Polk State campus/center at 123456789's sole cost and expense.
5. Contractor may satisfy the level 2 screening requirements set forth herein by providing proof acceptable to Polk State's Representative by way of certification from a law enforcement agency with the authorization to perform such a background screening.
6. Contractor must immediately notify Polk State in the event that conduct of an employee, agent or contractor working on a Polk State campus/center does not satisfy or would change the status of such employee, agent or contractors level 2 screening results. Contractor acknowledges that Polk State has a compelling interest in protecting the health and safety of the students, especially minors attending or taking classes on campus, enrolled in one of the Charter High Schools, or attending the Kids on Campus summer program
7. Upon request by Polk State's Representative, Contractor shall remove any employee, agent or contractor from Polk State's campus/center who does not satisfy the level 2 screening requirements or is otherwise deemed by Polk State's Representative, in their sole discretion, as a threat to the health or safety of the College's students or personnel.
8. Contractor's employees who work on Polk State's sites may be required to be fingerprinted should the State of Florida and/or the State Board of Education mandate such in future rules, policies, or legislation.

# Special Terms & Conditions

## Post Award

### 1. Term of Contract

- a. The term will be for a three (3) year period beginning on **January 1, 2014**, and continue until **December 31, 2016**, subject to earlier termination or cancellation as provided for in **page 25, items 2 and 3**.
- b. The Contract may be renewed for two (2) additional one (1) year periods upon mutual agreement of both parties.
- c. The Contractor shall notify Polk State no less than ninety (90) days prior to the expiration date of the contract of their desire to extend the Contract. This is to ensure that Polk State has adequate time to issue a new Invitation to Bid and make award thereof.

### 2. Termination of Contract

- a. Polk State may terminate any contract resulting from this ITB at any time for any reason with a 30-day written notice.
- b. The Contractor may terminate any contract resulting from this ITB for any reason with 90-days written notice. Ninety (90) days are required so that Polk State may have sufficient time to re-procure another contract to provide services.
- c. In the event of cancellation as provided herein, the Contractor shall be paid for all work performed and accepted through the date of cancellation

### 3. Termination for Non-Appropriations

- a. Polk State is a bona fide public entity within the State of Florida with its fiscal year ending on June 30 of each calendar year.
- b. If Polk State does not appropriate sufficient funds to continue making the payments required under this Contract for any of its fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of Polk State's obligation under this Contract were last appropriated by Polk State and Polk State shall not, in this sole event, be obligated to make any further payments due beyond said fiscal year.

### 4. Contract Administration

Services of Contractor shall be under the general direction of the Plant Manager, Lakeland and Clear Springs 669-2937, and the Plant Manager for Winter Haven, JDA Center and Lake Wales Art Center 298-6835. They shall act as **Polk State's Representatives** during the term of the Contract.

### 5. Post Award Meeting

- a. Contractor shall meet with Polk State's representative(s) to discuss job procedures, manpower loading, and task scheduling **within ten working days after receipt of notification of award.**
- b. Contractor shall contact the appropriate College Representative to schedule the meeting.

Philip Charneskie 10/22/13 9:23 AM

**Comment [1]:** With award on or about the last day of class, we should put a date and time for this meeting in the document, otherwise we are out of compliance.

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**6. Checklist**

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- a. The Contractor shall develop a checklist for each site showing each required function was satisfactorily completed each Service Call or stating why completion was not possible.
- b. The checklist should also show any problem or potential problem areas and include comments or suggestions that may be of general interest to Polk State.
- c. The Contractor's on-site foreman shall have a copy of the checklist with him/her while on a College campus, and the contents shall be shared with each worker.
- d. The checklist shall be submitted with the monthly invoices.

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**7. Scheduling**

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- a. Five (5) days prior to commencement of the contract, the Contractor shall submit, for approval, a permanent schedule, listing by site. Contractor must notify Polk State's Representative, if schedule is altered by weather conditions, before leaving the job site to eliminate unnecessary inspections.
- b. Any amendment to the schedule must be requested in writing prior to implementation. Implementation of schedule amendment is solely at the discretion of Polk State.

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**8. Calendar Days**

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All references to a specific number of days shall be calendar days.

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**9. All Work to Be Completed**

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Unless stated otherwise, all items addressed in the Scope of Work shall be completed during each Service Call, and/or as appropriate.

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**10. Penalty for Non-Performance**

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- a. Polk State shall have the right to impose monetary penalties on the CONTRACTOR for tasks not completed during the normal work period and for which complaints have been received.
- b. Polk State will take a credit on the CONTRACTOR's monthly invoice in the amount of **\$50.<sup>00</sup> per incident**. This credit is intended to offset Polk State's costs to investigate, track and report these incidents.

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**11. Pricing for Additional Work / Future Sites**

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Price quotes for any future sites for addition to this contract shall include Contractor calculation worksheets which shall show projected man-hours and quantities of materials to be used.

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**12. Work Not Provided For In Contract**

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- a. All maintenance services to be performed by the Contractor are described within the body of this ITB.
- b. Any additional services must be either incorporated into the contract by use of a College approved amendment or authorized via use of a separate purchase order or blanket purchase order.
- c. No claim for work furnished by the Contractor not specifically provided for herein will be honored by Polk State.

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**13. Specific Locations**

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Polk State reserves the right to remove specific locations from the contract on a temporary or permanent basis, as may be required at its discretion (usually due to construction of a new building or renovation of current facilities). The contract prices shall be adjusted accordingly.

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**14. Contractor's Personnel**

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- a. All persons working at College locations regarding this Contract must be legally eligible to work in the United States.
- b. Contractor's personnel must be readily identifiable when on College campuses. This may be satisfied by wearing of uniforms, name tags, etc.
- c. In order for Contractor's personnel to be able to read chemical warning labels and signage, all Contractor's personnel must be capable of reading English.
- d. Contractor shall have a minimum of **two (2) people on site** during each service call, for safety reasons.
- e. Persons employed by the Contractor in the performance of work pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights of privileges granted to Polk State's officers and employees either by operation of law or by Polk State.
- f. Contractor's personnel shall wear appropriate apparel while on College property, as directed by Polk State's Representative.
- g. Requirements for personal protective equipment:
  - 1) Personnel are required to wear safety vests, as directed by Polk State's Representative.
  - 2) All personnel working in or visiting a work area shall wear or use the required items while in the area.
  - 3) The person in charge of each operation for the Contractor shall ensure that the specific safety equipment needed on the particular job is available and used.
  - 4) Any unserviceable item(s) shall be reported to the supervisor, not used, and replaced as soon as possible.
  - 5) Provision of protective clothing and equipment is a requirement.
- h. Reference OSHA 29 CFR 1910 and 1926.

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**15. Compliance with Occupational Safety and Health**

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- a. In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any chemical delivered/supplied/utilized. The Contractor will be required to submit an MSDS for each hazardous chemical which will be used on Polk State grounds. These MSDSs must be submitted to Polk State's Representative(s) and approved for use before the chemical is brought onto Polk State grounds. MSDS must include the following information:
  - 1) The chemical name and the common name of the toxic substance.
  - 2) The hazards or other risks in the use of the toxic substance, including:
    - a) The potential for fire, explosion, corrosiveness, and reactivity;

- b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - c) The primary routes of entry and symptoms of overexposure.
- 3) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
  - 4) The emergency procedure for spills, fire, disposal, and first aid.
  - 5) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
  - 6) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
  - 7) To comply with federal and state hazardous communication standards, copies of Polk State's written program, Hazardous Chemicals Inventory and Material Safety Data Sheets (MSDSs) are available to the Contractor and its employees upon request.
  - 8) Every effort shall be made to correct hazards.

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**16. Approval of Materials and Supplies**

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- a. All materials and supplies provided must be approved by the Polk State's Representative or designee prior to being used.
- b. A product list designating brand name, trade name or trademark, and material safety data sheet, shall be submitted five days prior to contract start date.

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**17. Protection of Property**

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- a. The Contractor shall at all times guard against damage or loss to the property of Polk State or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage.
- b. Polk State may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

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**18. Debris**

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- a. Contractor shall be responsible for the prompt and complete removal of all debris which is a result of this contractual service.
- b. The work site must be kept clean and neat at all times.

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**19. Parking of Equipment / Storage of Materials**

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- a. Contractor, or his employee(s), shall, at no time, park vehicles/equipment or store materials/debris on private property or on road rights-of-way/easements which are not within the work area without prior permission from the property owner or Polk State's Representative.
- b. All such vehicles/equipment/materials/debris will be parked/stored in such a manner as not to constitute a safety hazard and all such items shall be removed from the site immediately upon completion of repair.

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**20. Inspection by Polk State's Representatives**

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- a. Sites may be **inspected** for Contractor compliance prior to acceptance of services rendered.

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**21. Independent Contractor**

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- a. It is agreed by the parties that, at all times and for all purposes within the scope of this Contract, the relationship of the Contractor to Polk State is that of independent contractor and not that of employee.
- b. No statement contained in this Contract or the Bid Documents, shall be construed so as to find the Contractor an employee of the Owner, and the Contractor shall be entitled to none of the rights, privileges or benefits of Polk State employees.

# Invoicing Procedures

## 1. Purchase Orders

- a. Each fiscal year a Purchase Order (PO) shall be issued for encumbrance and payment purposes.
- b. For the purposes of this Contract, a purchase order will be used solely and exclusively as a funding document.

## 2. Invoicing and Payment

- a. Payment for any and all invoices that may arise as a result of a PO issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request:
  - 1) A timely submission of a correct invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract, and be submitted to Accounts Payable at the address indicated on the purchase order.
  - 2) All invoices submitted shall consist of an original and one (1) copy; clearly reference the PO number and line-item number; provide a sufficient clear description to identify goods or services for which payment is requested; and include date(s) of services.
- b. Terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bidder Information Form.
- c. A monthly statement is required if there are any outstanding invoices.
- d. No claim for work furnished by the Contractor not specifically provided for herein shall be honored by Polk State.

# Insurance Requirements

## 1. Applicability

- a. Only the awarded firm must comply with the following insurance requirements.
- b. Please do NOT include a certificate of insurance with your Bid.
- c. The awarded firm will be required to provide a certificate of insurance at time of contract execution.

## 2. Requirements

During the performance of the services under this Contract, Contractor shall maintain the following insurance policies reflecting at least the minimum amounts and conditions as follows:

Insurance Limit Requirements	
Type of Insurance	Minimum Limits of Liability
<b>General Liability:</b> Comprehensive Commercial General Liability including Products Liability	\$1,000,000 each occurrence \$1,000,000 Personal & Adv. Injury \$2,000,000 General Aggregate \$1,000,000 Products \$2,000,000 Products Aggregate
<b>Automobile Liability:</b> owned, non-owned and hired automobiles	\$1,000,000 per occurrence \$1,000,000 combined single limit each accident
Waiver of Subrogation Endorsement	Show Polk State in Schedule
Excess Liability or Umbrella	\$5,000,000 each occurrence
Crime or Faithful Performance	\$100,000 Employee Theft or Loss \$100,000 Depositors Forgery or Alt \$100,000 Computer and Funds Transfer
Worker's Compensation	\$100,000 each accident or disease \$500,000 aggregate
Employers Liability	\$500,000 each accident \$500,000 each employee - disease \$500,000 policy limit – disease

## 3. Conditions

- a. Policies must be written by an insurance company authorized to do business in Florida.
- b. Policies other than Worker's Compensation shall be issued only by companies authorized by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A-" or better and a Financial Size Category of "VI" or better according to the A.M. Best Company.
  - 1) Ratings may be verified by Polk State at <http://www.ambest.com/>.

- c. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by Florida Statute 440.57.
- d. Contractor shall furnish Polk State with certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been endeavored to be made to Polk State.
- e. Contractor shall include Polk State as an additional insured on the General Liability and Automobile Liability insurance policy required by the Contract. All of Contractor's sub-consultants shall be required to include Polk State and Contractor as additional insured on their General Liability insurance policies.
- f. All policies shall be in Occurrence form only. "Claims made" insurance policies are not acceptable, unless there is an extended claims reporting period of five (5) years.
- g. Defense must be in addition to the limits of liability.
- h. The Contractor shall not commence work under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by Polk State.

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#### **4. Insurance Approved by Polk State**

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The Bidder shall not commence work under this Contract until all insurance required as stated herein has been obtained and such insurance has been approved by Polk State.

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#### **5. Self-Insured**

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In the event the Bidder is a self-insured organization, different insurance requirements may apply.

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#### **6. Misrepresentation**

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Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the Bid and rescission of any ensuing contract.

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#### **7. ACORD Sample as Reference**

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- a. A sample ACORD Certificate of Liability Insurance is available on the dedicated website as a reference. The verbiage and alterations which will be required to be made to the form are shown for your information.
- b. To expedite the provision of proof of insurance to Polk State, Bidders are encouraged to forward the sample form to their insurance companies.

# Website

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## 1. Polk State Purchasing Department's Website

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Polk State Purchasing Department's HomePage can be found at:

**[polk.edu/purchasing/](http://polk.edu/purchasing/)**

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## 2. ITB #13-02 Dedicated Webpage

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- a. The project specific dedicated webpage(s) for use during the procurement process is located at:

<http://www.polk.edu/purchasing/bids-rfps/13-02/>

- b. The Bid documents and information that will be posted at the dedicated webpage include, but are not limited to:

- Addenda
- Bid Submittal forms (in MS Word format)
- Bid Tabulation
- Recommendation for Award
- Award, and
- Other information related to this ITB

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## 3. Directions to Polk State's Campus Locations

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Maps and directions to Polk State's campuses, and floor plans are available at the website at:

<http://www.polk.edu/businessandcommunity/maps/Pages/default.aspx>

# Submittals

## 1. Number of Copies

- a. Bidders shall submit four (4) complete sets (one [1] marked original and three [3] copies) of their entire Bid, **and one (1) electronic copy on a Flash Drive.**
- b. Each copy shall be complete with all supporting documentation.
- c. This quantity is required so that a full and complete copy of your Bid can be provided to each of the persons evaluating the Bids.

## 2. Documentation to Submit with your Bid

- a. Bid Response Form (pricing) – **page 37**
- b. Bidder Information Form – **page 38**
- c. **Minimum Qualifications** form – **page 39**
  - a) Copy of all business **licenses** (city, county, and state). **Provide copies of licenses to clearly prove that your company has been in business for at least 3 years.**
- d. **Experience/Buildings > 70,000 sf** form – **page 40**
- e. **Disputes** Disclosure Form – **page 41**
  - 1) Provide a summary of any litigation, claim(s), or contract dispute(s) which have been finalized/decided by a Court of Law, which were filed by or against the Bidder in the past five (5) years.
  - 2) The summary shall state the basis of the lawsuit, litigation, claim, or contract dispute, a brief description of the case, the outcome, and the monetary amounts involved.
  - 3) Disclosure can be limited to:
    - a) Cases which are related to contractual services provided in the regular course of business.
    - b) The regional/district office that will be supporting this Contract.
  - 4) See the FAQ webpage for additional information.
  - 5) List any pending or forthcoming disputes that are known.
- f. **Safety Program**
  - 1) Provide a copy of your Safety Program/Plan to include, but not be limited to:
    - a) Management's Safety Policy Statement
    - b) Hazard Assessment & Safety Planning Processes
    - c) Occupational Safety and Health / Staff Training plans
    - d) Employee Handbook
- g. **References:**
  - 1) **Provide a list of client references.** Include the name of contact persons who have personal knowledge of the Bidder's performance. The contact person should have been informed that they are being named as a reference, and the Polk State may be sending a reference questionnaire **via EMail** in MS Word format via EMail. Do not list persons who are unable or unwilling to answer specific questions regarding your performance. Complete and submit **page 42** with your Bid). Include:
    - Company name and address
    - **EMail address (verify that it is their current EMail address)**
    - Phone and fax number

- Contract liaison who has personal knowledge of your performance
- Educational & Non-Educational References
- 2) **Do not include as a reference:**
  - Polk State staff members, including quotes or letters from Polk State officials.
  - Polk State DBOT members
  - References which are located in foreign countries
- 3) You may additionally provide **letters of reference**.
- h. **Drug-Free Workplace** Form (if applicable) – **page 43**
  - 1) In accordance with FS 287.087, whenever two or more Bids which are equal with respect to price, quality, and service are received, 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.
  - 2) If you do not have a bona fide Drug-Free Workplace, do not include this form.

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### 3. Website

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The ITB documents, addenda, Bid submittal forms (above items 2a – h are in MS Word format). Bid Tabulation, FAQs, recommendation of award, notification of award, and other information related to this ITB will be posted on the dedicated webpage:

<http://www.polk.edu/purchasing/bids-rfps/13-02/>

# Bid Submittal Forms

**Electronic copies of the above forms are available at:**

<http://www.polk.edu/purchasing/bids-rfps/13-02/>

in Microsoft Word format



# Bid Response Form

**ITB # 13-02**

**For HVAC Maintenance**

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the College with the following:

Prices				
Item #	Description	Unit Price	Multiplied By	Annual Price
1.	Winter Haven Campus	\$ /mo	x 12 mos.	\$
2.	Lakeland Campus	\$ /mo	x 12 mos.	\$
3.	JD Alexander Center in Lake Wales	\$ /mo	x 12 mos.	\$
4.	Lake Wales Arts Center	\$ /mo	x 12 mos.	\$
Total:				\$
5.	Advanced Technology Center (no Cost needed at this time)			
6.	Center for Public Safety (no Cost needed at this time)			

Bidder / Company Name:	
Authorized Signature:	Title:

*This Form Must Be Completed and Submitted with your Bid.*

## 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 hereby certify that all statements made are true, and understand and agree that any misstatement, misrepresentation, or falsification of facts shall be cause for forfeiture of rights for further consideration of this procurement. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this Bid for the Bidder.</i>	
Toll-Free Number:			
Fax Number:			
Type of Entity: <i>(check one)</i>  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Corporation   <input type="checkbox"/> Proprietorship         </div> <div> <input type="checkbox"/> Partnership   <input type="checkbox"/> Joint Venture*  <small>*See Page 18, section 40</small> </div> </div>			
Incorporated in the State of:		<i>X</i> _____ Authorized Signature	
Year:		Typed/Printed Name: _____ Title: _____	
		Payment Terms: _____% _____ days, Net 30	
Email Address:		Website Address:	

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.

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

Use this form regarding Page 34, Section 2b

## Minimum Qualifications

The Bidder shall meet or exceed the following minimum experience qualifications:

Requirement	Documentation or Info Required
<p>1. The Bidder must be State Registered or State Certified, and be currently licensed as a mechanical contractor.</p> <p>The certificate and license must be in the name of the Bidder as shown on the Bid Response Form.</p>	<p>Attach copies</p>
<p>2. The Bidder must have a minimum of 3-years' experience in the HVAC profession.</p> <p>How many years' experience does your company have?</p>	<p>Years</p>
<p>3. Experience in servicing at least two buildings of at least 70,000 sq. ft.</p> <p>How many buildings of at least 70,000 sq. ft. have you serviced? <i>(include at least two [2] in the reference form – page 42)</i></p>	<p># of similar clients:</p>
<p>4. The Bidder shall employ at least six (6) HVAC trained technicians.</p> <p>How many HVAC technicians does your company directly employ?</p>	<p>People</p>
<p><b>Provide sufficient information (via attachments) to clearly show that you meet or exceed the Minimum Qualifications.</b></p> <p>By submittal of a Bid in response to this ITB, Bidder attests that they meet all of the above criteria for minimum qualifications.</p>	
<p><i>This form must be completed and submitted with your Bid.</i></p> <p>Use this form regarding Page 34, Section 2c</p>	

## Experience

### Clients / Buildings > 70,000 sf

Building Name :

Owner:

Address:

City, State, Zip:

Contact Person:

Phone:

Fax:

Annual Cost: \$

Square Footage: sf

Start Date:

Date of last service call:

Summary of Work:

Comments:

Use this form regarding Page 34 section 2c and 2d

*This form must be completed and returned with your Bid*

## Disputes Disclosure Summary of Litigation

Answer the following questions by placing an "X" or check "✓" in the box (☐ or ☑) after "YES" or "NO". If you answer "YES", please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this Contract.

YES ☐ NO ☐

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐ NO ☐

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

**If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.**

YES ☐ NO ☐

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

**If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.**

By submission of this form, Bidder certifies that all statements made are true, and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this procurement.

*Complete & include this form with your Bid to fulfill the requirements of  
Page 34, Section 2e*

**Bidder:**

## References

<b>Educational Client Name / Address</b>	<b>Contact Person</b>	<b>Telephone &amp; Fax Number</b>	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	

<b>Non-Educational Client Name / Address</b>	<b>Contact Person</b>	<b>Telephone &amp; Fax Number</b>	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	
	Name:	Phone:	
	E-Mail:	Toll Free:	
		Fax:	

### **Include Email Addresses!**

*This form must be completed and included with your Bid to fulfill the requirements of page 34, Section 2g.*

**Verify all EMail addresses prior to submittal to ensure they are up-to-date!**

# Drug-Free Work Place Form

The undersigned vendor 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

Use this form regarding Page 35 Section 2h

*This form (if applicable) must be completed and returned with your Submittal*

# Statement of No Bid

## ITB # 13-02

If you do not intend to Bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids via EMail to [purchasing@polk.edu](mailto:purchasing@polk.edu) or fax to 863-297-1085, or mail to:

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

Amanda Chau 10/22/13 10:53 AM

Deleted: [wgeltch@polk.edu](mailto:wgeltch@polk.edu)

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

☐

Scope of Work or Terms & Conditions are too "restrictive." *(please explain below)*

☐

Unable to meet requirements *(please explain below)*

☐

ITB document was unclear *(please explain below)*

☐

Insufficient time to respond

☐

We do not offer this type of service or equivalent

☐

Our employee manloading would not permit us to perform

☐

Unable to meet bond or insurance requirements

☐

Other *(please explain below in "Remarks")*

Remarks:

☐

**Remove us from your "Vendor Database"**

Company:

Date:

Signature:

Printed  
Name:

Failure to submit either a Bid or a *Statement of No Bid Submittal* shall be cause for removal from the vendor database.  
Use this form regarding page 15 section #8.

# Checklist

This checklist is provided to assist each Bidder in the preparation of their Bid submittal. Included in this check list are important requirements which are the responsibility of each Bidder to include with their submittal in order to make their Bid fully compliant. This checklist is only a guideline – it is the responsibility of each Bidder to read and comply with the ITB in its entirety.

Check (✓) each of the following when accomplished:

☐

Outside of envelope is marked accordingly: **ITB #13-02 for HVAC Maintenance, Due Date: November 22, 2013**. If you hand-deliver the Bid, use the form provided on the website.

☐

The required number of copies is included.

☐

The final Addendum (if issued) is signed and included.

☐

The *Bid Response form* (**page 37**) is complete and all prices are included. Math has been verified.

☐

The *Bidder Information form* (**page 38**) is complete and included.

☐

The Minimum Qualifications form (**page 39**) is completed and included?

☐

The *Experience/Buildings > 70,000 sf form* (**page 40**) is completed and included?

☐

The *Disputes Disclosure form* (**page 41**) is completed and included.

☐

The *References form* (**page 42**) is included? You have contacted each of them to ensure their EMail address is correct. They are aware that they are listed as a reference and may receive a 1-page questionnaire via EMail.

☐

The *Drug-Free Workplace form* (**page 43**) is signed and enclosed, if applicable?

☐

Envelope is sealed. Extra copies of the Bid do not need to be placed in separate envelopes within the container.

Amanda Chau 10/22/13 10:54 AM

Deleted: \_\_\_\_\_

This page is for your information use only.  
It does not need to be submitted with your Bid.