

INVITATION TO BID: Suwannee Middle School
Building #7 Mechanical System
HVAC Modification

BID DUE DATE: March 1, 2012

BID DUE TIME: 3:00 pm

BID DELIVERY LOCATION: SCSB Finance Department

BID TITLE: Suwannee Middle School
Building #7 HVAC Modifications

BID NO: 12-201

DIRECT ALL INQUIRIES TO: Mark Carver, Facilities Director
mcarver@suwannee.k12.fl.us
386-647-4151
Bob Hinkle, Powell & Hinkle Engineering
904-264-5570 Fax; 904-278-2646
rhinkle@powellandhinkle.com

NOTICE TO BIDDERS:

Subject to the conditions, provisions and the enclosed specifications, sealed bids will be accepted at this office until the stated date and time. No consideration of award will be made at the bid opening. Bids received after the stated date and time, whether presented in person, received by the U.S. Mail, or by any other delivery method, will not be accepted. Suwannee County School Board reserves the right to retain all bids for a period of forty-five (45) days and to reject any and all bids and to waive any informalities and/or irregularities thereof.

PURCHASES BY STATE CONTRACT AND OTHER PUBLIC AGENCIES:

- A. Pricing shall remain firm throughout the bid period. If your company has a current contract with the State of Florida, Department of Management Services, to supply items offered in this bid, the bidder shall quote not more than that contract price. Failure to comply with this request will result in disqualification.
- B. With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the state of Florida. The same terms and conditions as stated herein shall govern such purchases.

The term of the contract is as stated in Section 3, pending Suwannee County School Board approval. Any inquiries concerning interpretation, clarification or additional information pertaining to this Invitation to Bid must be made in writing and received by the Facilities Department no later than the date stated in Section 3 of this document.

Sealed bids for **Suwannee Middle School Building #7 Mechanical System HVAC Modification** will be received by Suwannee County School Board (hereby known as the "District" or "SCSB") in the office of the Chief Financial Officer at the below referenced address and time.

Please note that receipt of bids means **DELIVERED AND DATE STAMPED RECEIVED IN THE FINANCE OFFICE**. Bids delivered to the building but not delivered to the Finance Office and date stamped as received will not be considered as received for the purpose of this bid process. One (1) original and two (2) copies of the Bid must be delivered in a SEALED envelope, clearly marked on the outside, as to: bid name, bid number and opening date, below.



BID NO.:	12-201 - Suwannee Middle School Building #7 Mechanical System HVAC Modification
TO BE OPENED:	March 1, 2012 at 3:00 pm
AND ADDRESSED TO:	Suwannee County School Board Attn: Vickie Music, Chief Financial Officer 702 2nd St. NW Live Oak, FL 32064

All items are to be bid FOB Destination, with all transportation charges prepaid and included in the bid prices, and title transferring to SCSB at the time of delivery (*if applicable*). Any exceptions to these freight terms taken by the bidder must be clearly stated in the bidder's bid response form. The Facilities Department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the bidder's response.

Bidders are cautioned to provide all descriptions and prices in a legible manner so that there will be no doubt as to the intent and scope of the bid. No oral, telegraphic (fax/scanner) or telephone responses or modifications will be accepted.

Board recommendations and tabulations for this bid will be posted on the Suwannee County School Board's website under the "Bids" tab at <http://suwannee.schooldesk.net/>

STATUTES AND CERTIFICATIONS PERTAINING TO THIS BID PUBLIC ENTITY CRIMES

Per the provisions of Florida Statute 287.133 (2) (a), "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for **category two** for a period of 36 months from the date of being placed on the convicted vendor list."

The prospective bidder certifies, by submission and signature of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133 (2) (a).

FEDERAL DEBARMENT CERTIFICATION

The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

- 1) The prospective lower tier (\$25,000) participant certifies, by submission and signature of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

FAIR LABOR STANDARDS ACT – “HOT GOODS”

The bidder's signature on the bid certifies that these goods are or will be produced in compliance with all applicable requirements of sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

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1 GENERAL TERMS AND CONDITIONS

Bids must be submitted on the forms provided and in accordance with the provisions on the face of the bid form and the following stipulations, which are hereby made a part thereof:

1.1 SCSB will receive sealed bids until date and time indicated on bid cover. Bids must be delivered to the Finance Office at the stated address and will be opened at the stated time. Bids must be delivered in a sealed envelope, clearly marked on the outside, as to: bid name, bid number and opening date. Bids received in unidentifiable envelopes are sent at the bidder's risk. To assure that bids are received prior to opening, bidders may wish to use special delivery mail or deliver by hand. Bids received after the date and time of the bid opening will be date stamped, received and returned to the vendor. It will be the vendors' responsibility to get the bid to the correct location and on time. Please note that the official clock, for the

purpose of receiving bids, is located in the Finance Office.

1.2 All participating bidders, by their signature, shall agree to comply with all of the conditions, requirements and instructions of this bid as stated or implied herein. This is an agreement that the named vendor shall sell to SCSB during the contract period, the goods, wares, merchandise, or services at the unit prices indicated, based upon subsequent documents issued by the Facilities Department.

1.3 Each bidder shall examine all requests for bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, disputes, or requests concerning

interpretation, clarification or additional information pertaining to the Invitation for Bid or award must be made in writing and received by the Facilities Department no later than the date stated in Section 3 of this document. SCSB shall not be responsible for oral interpretations given by a SCSB employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

1.4 SCSB reserves the right to also make purchases of items on this bid from a Florida State Bid contract/agreement or a cooperative educational purchasing council bid during the term of this bid.

1.5 SCSB shall be the sole judge as to the acceptability of any and all bids and the terms and conditions thereof, without qualifications or explanation to bidders. In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of SCSB shall be final and binding on both parties.

1.6 SCSB reserves the right, prior to award of any contract or bid, to inspect the prospective vendor's facility and place of business to determine that the bidder has a regular, bona fide established business that is presently a going concern and is likely to continue as such.

1.7 After notification of award, the successful bidder shall indemnify and hold harmless SCSB as specified in Florida Statute Section 725.06. This indemnifies SCSB, its agents and employees, from and against all claims, suits, actions, damages or causes of action arising during the term of the resulting agreement for any bodily

injury, personal injury, loss of life or damage to property sustained by reasons or as a result of the performance of the services or delivery of goods for which the resulting agreement was entered into. These persons are also indemnified from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reasons of the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or purchase order shall be deemed to affect the rights, privileges and immunities of SCSB as set forth in Florida statute.

1.8 Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. The bidder shall have in their possession all applicable insurance, permits, licenses, etc. that may be required by Federal, State, or County law to furnish services under the scope of this contract. The successful bidder must not be in violation of any zoning or other ordinances in the performance during the life of this contract.

1.9 All information submitted in response to this request shall be subject to compliance with Florida Statute Chapter 119.07 Public Records and 812.081 Trade Secrets. All information submitted as "trade secret" information should be submitted in a separate envelope and so indicated. If challenged, the Bidder who submits the "trade secret" information will bear all

costs associated with defending their position.

1.10 During the term of this bid the bidder shall indemnify, hold harmless, and defend Suwannee County Public Schools, its agents and employees from any and all costs and expenses, including but not limited to, attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SCSB, its agents or employees may pay or become obligated to pay on account of any actions founded, thereon, arising or alleged to have arisen out of the products, goods or services furnished by the bidder, his agents or employees, or any of his equipment when such persons or equipment are on premises owned or controlled by SCSB for the purpose of performing services.

1.11 Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the District Court in and for Suwannee County, State of Florida. The laws of the State of Florida shall govern this transaction. The vendor or bidder agrees that any and all notices, pleadings and processes may be made by serving two copies of the same upon the Secretary of State, State Capitol, Tallahassee, Florida, and by mailing by return mail, an additional copy of the same to the vendor or bidder at the address shown herein; that said service shall be considered as valid personal service, and judgment may be taken if, within the time prescribed by Florida law or rules of civil procedure, appearance, pleading, an answer is not made.

1.12 Purchases made under this bid are exempt from all Federal excise and State sales tax.

1.13 No Bids shall be accepted from, or purchase order issued to any person, firm or corporation that is in arrears for any obligations to SCSB or that otherwise may be deemed irresponsible or unreliable by the Chief Financial Officer.

1.14 This bid and the purchase orders issued hereunder constitute the entire agreement between SCSB and the vendor awarded the bid. No modification of this bid shall be binding on SCSB or the bidder.

1.15 Tabulation of this bid will be based only on items that meet or exceed the specifications provided. All other lesser items will not be considered. Failure to submit, at time of bid opening, complete information as specified can and may be used as justification for rejection of a bid item.

1.17 The information called for on each item must be on the line with the item. To eliminate any confusion about the item(s) being bid, if you choose not to bid an item please insert the words: no quotation, no bid or n/b.

1.18 Erasures are not acceptable on bids. If changes are necessary, strike out or draw a line through incorrect price and write the correct price above. Vendor must initial all changes.

1.19 The submittal of a bid shall constitute an irrevocable offer to contract with SCSB in accordance with the terms of said bid. The offer may not be withdrawn until or unless rejected or not accepted by SCSB. Accuracy of all prices and statements contained in the bids is the responsibility of the bidder, and no change or cancellation thereof may be made. The Chief Financial Officer, Facilities Director, or designee reserves the right to ask the bidder for clarification. In addition, Facilities staff

will review the line-by-line prices. Accuracy of additions and extensions, brands, and compliance with all instructions will be reviewed in order to ascertain that the offer is made in accordance with the terms of the request for bid proposal. School officials who find any error(s) in calculations will make adjustments and corrections. SCSB reserves the right to negotiate final terms and conditions with the low bidder.

1.20 A vendor shall normally be held to their bid; however, in the event an error or obvious omissions are discovered in a bid document, the vendor may request in writing the opportunity of withdrawing their bid. The vendor shall include in their written request sufficient evidence (original copies of working papers, calculations, etc.) to document that the error or omission was unintentional.

1.21 No additional terms and conditions included with the bid response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. Whether submitted through intent or design or inadvertently appearing separately in transmitted letters, specifications, literature, price estimates or warranties, it is understood and agreed the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bidder acknowledgement form attests to this.

1.22 Should any bidder fail to enter into a contract with SCSB on the basis of the submitted bid by said bidder, bidder acknowledges that bidder shall be liable to SCSB for the difference between such bid price and the price SCSB pays

to secure the merchandise from another source. Failure to pay said amount to SCSB upon demand will result in the company being removed from the bid list for a period of not less than two (2) years from date of infraction. Thereafter, the bidder may request to be reinstated to the bid list.

1.23 In the event that any gratuities or "kickbacks" are offered or tendered to any SCSB employee or a subcontractor as an inducement for award of a bid, request for proposal (ITB), subcontract or order, the bidder's proposal shall be disqualified and shall not be reinstated.

1.24 Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Any requirement by the bidder that all or none groups, quantities, weights, or other criteria must be met, in order to qualify for bid prices, will result in disqualification of the bid. Similarly, expiration dates or other constraints, which are in conflict with bid requirements, may result in disqualification.

1.25 SCSB reserves the right to reject any and all bids or parts thereof, and to request re-submission. In acceptance of bids, SCSB shall accept the lowest and best bid from a responsive and responsible bidder. SCSB reserves the right to waive any defect, irregularity or informality.

1.26 SCSB reserves the right to terminate all or part of any contract when doing so is in the best interest of SCSB. With the exception of any contract which SCSB deems to have an impact on security, a minimum of thirty (30) days notice for termination will be given in writing by the Director of Facilities. Any and all monies which

have been paid in advance by SCSB will be prorated to the date of termination and refunded to SCSB. Nothing herein shall be construed as giving the contractor the right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to SCSB. If a contractor is discharged, SCSB will only pay for that portion of the work that was satisfactorily completed at the time of termination.

1.27 SCSB may, by written notice of default to award vendor, terminate the whole or any part of this contract if award vendor fails to make delivery of the contracted products or services, or fails to perform the contracted services within the time specified in the bid or subsequent addenda. The vendor will be given written notice and have ten (10) days to remediate such failure after receipt of notice.

1.28 If the bidder defaults after SCSB awards a bid and a bond or certified check was not required with the bid, the bidder shall pay to SCSB, as liquidated damages, an amount equal to 5% of the unit price times the ordered quantity, or 5% of the total value of the item or bid, whichever is greatest. A successful bidder who fails to pay said liquidated damages within 15 days after notification that liquidated damages are due shall lose eligibility to transact business with SCSB for a period of two (2) years after the bid award date. Thereafter, the bidder may request to be placed on the bid list. A successful bidder shall be assessed the liquidated damages described above if the bidder products are chemically analyzed (or tested in some other manner) and fail to meet SCSB specifications in the bid.

1.29 In the event sufficient budgeted funds are not available, The Director of Facilities shall notify the vendor of such occurrence and the contract shall terminate without penalty or expense to SCSB.

1.30 When an item appearing in this bid document is listed by a registered trade name and the wording "no substitute, bid only or only" is indicated, only that trade named item will be considered. SCSB reserves the right to reject products that are listed as approved and wave formalities. Should a vendor wish to have products evaluated for future bid consideration, please contact, in writing, SCSB Director of Facilities. If the wording "no substitute, bid only " does not appear with the trade name, bidders may submit prices on their trade-named item, providing they attach a descriptive label of their product to this proposal. Sample merchandise bid hereunder as "offered equal" may be required to be submitted to purchaser in advance of bid award. Substitutions of other brands for items bid, awarded and ordered is prohibited except as may be approved by the Facilities Director.

1.31 Unless otherwise specified in the special terms and conditions, all items requested must be new and the latest model manufactured. Bids on "used, remanufactured or reconditioned" equipment or "blems or seconds" will not be considered unless specifically requested.

1.32 Samples of items, when required, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days.

1.32.1 Each individual sample must be labeled with bidder's name, bid number, and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid.

1.33 Unless otherwise indicated, samples should be delivered to the office of the Facilities Department of Suwannee County School Board, 1729 SW Walker St., Live Oak, FL 32064.

1.34 Variance in condition - any and all special conditions and specifications attached hereto which vary from general conditions shall have precedence.

1.35 Delivery is called for only between the hours of 8:00 a.m. and 3:00 p.m. Monday through Thursday, excluding Suwannee County School Board holidays, unless otherwise specified.

1.36 Inspection and acceptance will be FOB Destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer. If the materials or services supplied to SCSB are found to be defective or do not conform to specifications, SCSB reserves the right to cancel the order upon written notice to the bidder. Product return shall be at the bidder expense.

1.37 Purchaser is guaranteed delivery, by the vendor, of all items contained herein by "delivery date" indicated by subsequent Purchase Orders. Failure to perform delivery within this time shall be deemed to be goods or services delinquent and may result in liquidated damages of one percent (1%) of the price of such delinquent goods for each ten (10) calendar days of delinquency. Assessment of such liquidated damages may be applied to any sums owing said

bidder. Assessment of said liquidated damages shall be at the sole discretion of the Suwannee County School Board and administrated by the Facilities Director. These liquidated damages shall be in addition to other conditions cited herein.

1.38 It is the intent of SCSB that all contractors and vendors supplying services and/or products shall at no time cause unsafe conditions or acts that could have any impact on the safety and health of students, employees, or visitors to district operations. The awarded vendor or contractor may be required to supply a written copy of their safety program/manual for review after contract award. Periodic review of vendor's safety manual and operations may be conducted. All vendors, contractors and their employees including sub-contractors, performing work under the terms of this contract will follow the best safe working practices at all times, as well as comply with all Federal, State, local and District Safety policies and procedures. This includes operation of vehicles and equipment on District owned property. Any accidents, injuries or incidents occurring on District property shall be immediately reported to the Director of Facilities.

1.39 All materials and services supplied to SCSB must conform to all current regulations as specified in "Occupational Safety and Health Act of 1970," Public Law 91-596 91" congress. 2193, as amended, which includes Chapter XVII Occupational Safety Health Act, Department of Labor, Part 1910 – Occupational Safety and Health Standards, UL safety regulations and other standards for educational use as required by the US government, State of Florida, Suwannee County and/or local

municipality. This includes various safety accessories, and it is the vendor's responsibility to meet the necessary requirements.

1.40 The Contractor will monitor and enforce compliance to Occupational Safety and Environmental Health regulations by all vendors and contractors who provide services and/or products to SCSB.

1.41 In compliance with Florida Statutes, any item delivered or used when providing services under this contract must have a published material safety data sheet (MSDS). Furthermore, each MSDS must be in English and Spanish and include information regarding the specific chemical identity of the hazardous chemical(s) involved and their common names. Information must be provided on the physical and chemical characteristics of the hazardous chemical: known acute and chronic health affects and related health information; exposure limits; whether the chemical is considered to be a carcinogen by NTP, IARC or OSHA; emergency first aid procedures; and the identification of the organization responsible for preparing the MSDS.

1.42 All contractors and vendors performing work for SCSB are responsible to provide written notification and material safety data sheets to the District Safety Director for any hazardous material that may be used. SCSB defines hazardous material as "any material or substance for which there is sufficient data to indicate a reasonable risk to physical and/or environmental health." These substances are classified as poisonous, toxic, corrosive, and flammable, explosive, radioactive or otherwise have any warning on the product label.

1.43 The District Safety Director must approve all hazardous materials used by outside contractors' prior to use.

1.44 All requests for approval of product shall be directed to the District Safety Director, 702 2nd St. NW, Live Oak, FL.

1.45 Current, legible copies of material safety data sheets (MSDS) will be used to evaluate all products. This information must be provided at least 5 working days prior to use and must include the contractor's safety plan (precautions needed by the contractor's employees).

1.46 After review by the District Safety Director, the original provider of the MSDS will be provided a copy of the MSDS stamped approved with or without additional restrictions or disapproved.

1.47 The contractor using the product must follow any identified restrictions and must also maintain a copy of the approved MSDS at the job location.

1.48 Any product used in SCSB shall be used in accordance with the manufacturer's instructions and applicable District policies.

1.49 Certain products will not be authorized for use in SCSB in order to prevent any incidence of exposure to students or employees. Further, stringent restrictions may be applied to the use of certain products to reduce or eliminate the incidence of exposure.

1.50 A product approved for use by District employees does not constitute an automatic approval for use by outside contractors. All products used by outside contractors must be specifically approved for each job within the District.

1.51 District employees will not use products approved for use by outside contractors unless a specific approved MSDS has been provided to the

supervisor and/or is maintained in the worksite MSDS book.

1.52 Use of hazardous materials at sites where no students or District employees are assigned does not have to be approved provided the materials are not within 250 feet of sites with students or employees. All Federal, State & local regulations shall apply.

1.53 Contractors are responsible to remove all products used on projects immediately upon completion. Products left for District use will be listed on a manifest indicating type of container, amount and the location of the product. SCSB employee who originated the service or contract shall sign the manifest and send to the District Safety Director.

1.54 All vendors, contractors and their employees including sub-contractors, performing work under the terms of this contract, will follow the best environmental working practices at all times. The awarded vendor or contractor shall not cause any unsafe conditions or acts that could have an impact on the safety and health of students, employees, or visitors to

District operations as well as comply with all Federal, State, local and District environmental policies and procedures. The awarded vendor or contractor may be required to supply a written copy of their environmental program/manual for review after contract award. Periodic review of vendor's environmental manual and operations may be conducted. Vendors and contractors will be responsible for removal and clean up of all contamination (or potential contamination) when it occurs or is identified by the District Safety Director. All incidents shall be immediately report to the District Safety Director.

1.55 Asbestos-containing materials (ACM) and lead based paint (LBP) - ACM and LBP are present in many District buildings. The presence of ACM and LBP does not necessarily mean that a hazard exists; however, a hazard may be created when ACM and LBP are disturbed. It is the responsibility of the vendor or contractor to contact the District Safety Director prior to commencing any work that may disturb any ACM or LBP at District facilities.

2 SPECIAL TERMS

2.1 Additional Charges: All additional charges such as installation, shipping, insurance, or other costs must be fully itemized and included with the bid. Charges not specified at the time of the bid/quote will not be honored.

2.2 Assignment: Successful bidders, whether under separate contract or not, shall not assign any part or whole of this bid or agreement to another party, subcontractor, or company nor shall they assign any money due or to

become due to him here under, without the previous written consent of SCSB.

2.3 Award (Next Rated Bidder): In the event of default or non-availability of product, SCSB reserves the right to utilize the next rated low bidder and their stated bid prices as needed.

2.4 Catalogs & Brochures: Complete technical information and sales brochures must be submitted at time of bid opening for your bid to even be considered. Final consideration of any offered equal will require sample of the

item to be made available for visual inspection along with a list of local references.

2.5 Currency: Bid must be made in US dollars. Payment will be in US dollars.

2.6 Defective Material: The successful bidder shall agree to accept, for full credit and return shipping charges, the return of any item received which is found to be deficient in quality or defective in packaging so as to render the item unusable for its intended purpose. Merchandise so designated shall be replaced at the full expense of the bidder within five (5) calendar days.

2.7 Dispute Resolution Clause: In the event a dispute occurs or a clarification of minor contract terms becomes necessary, please indicate your company representative. The District representative will be the Chief Financial Officer. Venue of legal action will be in Suwannee County, State of Florida.

2.8 Emergency Purchases: SCSB reserves the right to make emergency purchases from the next low bidder and so on should the vendor be unable to deliver the required item in the required timeframe.

2.9 Insurance: The successful bidder(s) shall have prior to performance a certificate of insurance showing: Liability -- \$500,000.00 minimum and Property -- \$100,000.00 minimum. Or in lieu of the previous: Combined Single Limit (CSL) -- \$500,000.00.

2.10 Workers' Compensation: The contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his/her employees connected with the work of this project and, in case any work is sublet, the contractor shall require the subcontractors similarly to provide Workers' Compensation

Insurance as required by Florida Statute 440.10 for all the latter's employees unless such employees are covered by the protection of the contractor. **Contractor also agrees to supply evidence of such coverage with the submission of this bid.** Contractor agrees to indemnify and to hold harmless schools from and against any and all liability which may arise out of the performance of this agreement unless such liability shall be a direct or proximate result of the negligence of SCSB, its agents or employees.

2.10.1 For all awarded contracts, Suwannee County School Board must be listed as additional insured on the certificate.

2.11 Laboratory Testing: In the event materials shipped to SCSB as outlined herein indicate substandard specifications in the qualitative or quantitative manner, SCSB reserves the right to have a laboratory test made. If material is found to be deficient, the vendor shall be required to pay all costs of testing. Should specifications be found to meet standards, SCSB shall pay all costs.

2.12 Price Decreases: If prices decrease during the term of this contract, the successful bidder must notify SCSB of the lower prices so that all subsequent orders will reflect accurate pricing.

2.13 Return Agreement: Each successful bidder shall agree to accept, for full credit and return shipping charges, the return of any item received from him which is found to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.

2.14 Shipping And Marking: The award vendor(s) will be required to mark

all shipments with SCSB purchase order number clearly visible on the exterior of each container. A packing list must be furnished with each shipment, listing the purchase order number, vendor's part number and description, quantity ordered, quantity shipped, and quantity back ordered.

2.15 Silence of Specifications: The apparent silence of any specifications and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of the specification shall be made upon the basis of this statement.

2.16 Warranty: The warranty for individually purchased equipment, after

delivery and acceptance by the school or department, shall be for a minimum of two (2) years on all parts, labor and repairs or as indicated on the bid response form, whichever is greater. The successful vendor will be responsible for repairing each unit during the warranty period, at no cost to SCSB. Vendor agrees to repair and return equipment within ten (10) days from receipt of request or provide a temporary replacement. The start of the warranty is determined by using the date the equipment is started up at the school site.

2.17 Additional Discounts: Additional discounts may be offered during the term of the contract based on purchase order quantity or amount, consolidated contract purchase quantities or amounts, or to benefit a specific educational program.

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3 SPECIAL PROVISIONS

3.1 Scope of Work: Suwannee County School Board is seeking bids from Mechanical Contractors for the complete replacement of the HVAC system in Building #7 at Suwannee Middle School as shown on the drawings and specifications by Powell and Hinkle Engineering. The work to be done under this contract includes, but is not limited to; providing all labor, materials, supervision, equipment, incidentals, and related items necessary to complete the work in accordance with the specifications contained herein.

A mandatory Pre Bid meeting will be held at 9:00 am on February 17, 2012. Location of the pre bid meeting will be at the SCSB Facilities Department 1729 SW Walker St. Live Oak, Fla. 32064. Inquiries for directions and pre Bid meeting are to be made to Mark Carver, Facilities Director mcarver@suwannee.k12.fl.us 386-647-4151

3.1.1 Any deviations from these specifications shall be clearly noted. Detailed descriptions and/or illustrations must be provided with your bid for consideration.

3.1.2 NA

3.1.3 Estimated expenditure is to be determined.

3.1.4 Technical Documentation: A complete set of submittals and all related documents for all components included in the system are to be provided prior to awarding the bid.

3.1.5 Training: The successful vendor will be responsible for providing on-site training and instruction to Facility employees in regard to operation, cleaning, and maintenance on applicable equipment. All training must

be scheduled at least five (5) days in advance with the Facility Office at 386-647-4152.

3.1.6 Substitutions: No substitutions of bid items are allowed.

3.2 **Clarification:** The last day to submit questions concerning this ITB shall be February 28, 2012 at 4:00 PM. Questions received after this time will not be addressed.

3.3 **Addenda:** See General Terms and Conditions, Section 1.3 for instructions on how to receive addenda.

3.4 **Contract Term/Option to Renew:** The initial term of the contract shall be for a 6 months period following the Suwannee County School Board approval. The anticipated date of award is March 27, 2012.

3.4.1 The initial term of the contract shall be from the board approval date to Final Completion of September 1, 2012. Substantial Completion date shall be by August 6, 2012. **Liquidated damages of \$5,000 a day will be charged if not achieved.**

3.4.2 All prices offered herein shall be firm against any increase for at least one (1) year from effective date of this proposed contract. This contract may be extended, upon mutual acceptance, for a period not to exceed 180 days.

3.5 **Experience:** The successful bidder shall have been in the Mechanical Contracting Business for a minimum of ten (10) years and maintain a current business license from the State of Florida. Bidders shall provide documentation of applicable license, certification, and/or commercial license with mechanical contracting experience. SCSB reserves the right to request

documentation at any time during the contract period.

3.6 References: Bidders shall submit, with the bid response, the name and address of two (2) firms located within the State of Florida with whom you have projects of similar scope which have been in effect for a minimum of twelve (12) consecutive months. SCSB may utilize other references information on a bidder's capability to determine performance history. Negative references, in SCSB's sole discretion, may be cause for disqualification of bidder. Submit references by duplicating the Reference Release Form on Section 9 and completing the top section only.

3.7 Award: Award of this contract shall be to the lowest responsive and responsible bidder who best meets the terms and conditions of the bid. Consideration of award shall be based on the information submitted, including bidders' past performance, client references. SCSB reserves the right to accept or reject any or all bids, whichever may be in the best interest of SCSB.

3.7.1 Out of state bidders: Bids will not be accepted from bidders licensed outside the State of Florida.

3.7.2

3.7.3 For all bid items: You can submit pricing for the approved brand and/or one of the acceptable alternate brand(s). No other brands will be accepted. If the model number for the approved/acceptable brand specified is incorrect or is no longer available and has been replaced with an updated model, then the bidder should submit complete descriptive literature on the new model and correct the model number noted on the bid response form.

3.8 Estimates: Quantities and/or amounts, locations, sizes, cuts required as stated are for bidders' guidance only and no guarantee is given or implied as what may be needed to complete contract work. Any additional work or changes required to complete the project will be bidder's responsibility.

3.9 Ordering: Responsibility of the contractor.

3.10 Delivery: Prices quoted on the Bid Response Form (Attachment A) shall include all shipping costs, shipping F.O.B. Destination and to the facility location specified. For a list of all locations, select the "Departments" and/or "Our Schools" link from: www.suwannee.k12.fl.us

3.10.1 Bidders shall provide delivery in a timely manner to complete the expected scope of work. Failure to meet the deadline because of a delayed delivery will be the contractor's responsibility and any or all liquidated damages will be charged.

3.10.2 Delivery shall take place between 7:00 am and 4:00 pm, Monday through Thursday, except school closings and holidays, or as needed.

3.10.3 For all deliveries, the successful bidder(s) contact person (See Section 3.10.2) is responsible for coordinating deliveries to the site through the Facilities Department Office at 386-647-4152, at least 48 hours in advance, if needed.

3.10.4 It is required that all delivery, handling or other costs necessary to complete an order be included in the single fixed cost provided on the Bid Response Form (Attachment A). Freight collect charges will not be allowed.

3.10.5 Should any product be damaged in transit, the Contractor (Bidder) shall be responsible for replacement of the

damaged item and transportation for delivery of the replacement item. The SCSB will not negotiate with the transport companies for damaged product replacement. The Contractor (Bidder) shall not invoice the SCSB for any charges associated with items damaged in transit.

3.10.6 The successful bidder(s) shall make arrangements with shipper/common carriers for offloading and inside delivery.

3.10.7 SCSB employees are not permitted at any time to unload, move, unpack, assemble, or put any item in place that is purchased from this bid. Delivery shall include unloading, handling, set in place, inspection, assembling, cleaning and adjusting of all materials, components and equipment (furnished under this bid) in its proper location and in satisfactory operational condition.

3.11 **Communications:** Contractor must provide a means to receive direct communications from SCSB. Contact means shall be by phone, radio, or pager. When Contractor desires to be contacted by radio, Contractor must provide a radio communication device to SCSB for communication purposes for the duration of the contract. When contact is by pager, Contractor must respond within 30 minutes of the page.

3.11.1 A copy of all written communication between any SCSB school/site and the Contractor shall be forwarded to the Facilities Director upon issuance.

3.11.2 A contact person, who is responsible for all orders, will need to be designated by the vendor. A local or toll free phone number, facsimile number and email address must be provided.

The representative shall be required to be available from 7:00 am to 4:00 pm
Monday – Thursday

Local or Toll Free Number

Facsimile Number

Email Address

3.12 **Debris Removal:** The Contractor shall be responsible for removal of all debris from the site and cleaning work areas. The Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a SCSB representative, shall remove such debris and materials from property.

3.13 **Accounting and Invoicing:** Payments terms are net thirty (30) days with approved inspections and % of work completed. All accounting and invoicing correspondence must reference a SCSB project # or Purchase order reference # on Notice to Proceed.

3.13.1 Original invoices, or project draw on percentage of completion, shall be submitted to SCSB Facilities Department, as provided for on the purchase order.

3.13.2 NA

3.13.3 If the wrong item is delivered or a defective /damaged item is delivered, the vendor will be notified and the unacceptable item(s) will be picked up at the vendor's expense and a credit memo or reimbursement check shall be issued, as determined by the SCSB.

3.13.4 All deliveries will be inspected for brand, product code number, quantity, price and condition. Each item that is

delivered must be the approved brand and product that the vendor quoted on the bid response form.

3.14 Credits: The successful vendor shall agree to accept, for full credit, the return of any item received which is found to be defective in quality or defective in packaging so as to render the item unusable for its intended purpose.

3.15 Pricing: Delivery costs shall be included in the bid price.

3.15.1 Unit of measure shall be as stated on the Bid Response Form (Attachment A). Variations in measure and quantity found after work begins are the bidders' responsibility.

3.16 Contract Termination: SCSB shall have the right at any time and at all times to terminate this agreement with or without cause, upon written notice of such termination provided not less than 30 days prior to the date that such termination is to be effective, or with such lesser notice as SCSB may deem appropriate under the circumstances. Such right to terminate this contract without cause is hereby reserved by and to SCSB. In the event SCSB shall elect to terminate this contract without cause, SCSB shall compensate the bidder for all work and services provided or supplied prior to the date of termination. In the event that an advance notice of termination is given the awarded contractor agrees to abide and perform all covenants and provisions of this contract until the date of the termination specified in the written notice of termination. The awarded contractor shall have no further rights, and SCSB shall have no further obligation, to the awarded contractor subsequent to the date of termination of this contract as specified in the written notice.

3.17 Contract Administration: SCSB will periodically inspect work completed or in process to assure that the requirement of this contract are being met. Should it be found that the requirements specified herein are not being satisfactorily maintained, the contractor shall be contacted and any discrepancies, inconsistencies or items not meeting the specifications contained herein corrected immediately at no additional cost to SCSB. A second discrepancy notice shall serve, as notification that any future discrepancies, inconsistencies or items not meeting specifications contained herein will result in terminations of the contractor's right to proceed further with this contract. The Contractor and his sureties may be liable to SCSB for any additional cost incurred by SCSB to complete this contract. At this point, the contractor shall be considered in default and the contract subject to termination.

3.17.1 It is the intention of SCSB to contract as specified herein with one or more sources that will give prompt and convenient response to our needs. Any failure of the successful bidder(s) to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the Facilities Department.

3.18 NA

3.19 Responding to Solicitation: Those interested in responding to this or any SCSB Facilities opportunity must contact the Facilities Department at 386-647-4151 and request a bid packet or receive information on how to receive a bid packet.

3.20 Small Business Enterprise (SBE): SCSB expects participation of small business enterprises in the provision of goods, services and

construction. If third-party agreements are necessary for the awarded firm to complete this contract, SCSB recommends using a small business.

3.21 SCSB Facility Security: All personnel must coordinate with the facility's front office or security personnel. Contractor's employees must be properly identified and must sign in and sign out when working or making deliveries during operational hours. All personnel must remain in the assigned work area.

3.21.1 It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools, and equipment. SCSB shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.

3.22 Jessica Lunsford Act: Effective September 1, 2005, in order to comply with the Jessica Lunsford Act, vendors meeting any of the three criteria listed below will be required to be Level II fingerprinted and screened by the District's Human Resources Department which consists of FDLE/FBI search. Criteria: (i) Be at school when students are present, or (ii) Have direct contact with students, or (iii) Have access to or control of school funds. Effective July 1, 2007, Senate Bill 988-High Risk Offenders, was signed into law. This bill amends the Jessica Lunsford Act provisions that require background checks for contractors on school grounds, and provides an opportunity for school districts to make allowable changes to their district procedure. SCSB has decided to continue its current fingerprinting and background check requirements, and will not adopt the statutorily allowed changes with the exception of:

3.22.1 Contract employees who work, and at all times remain, in an area separated from students by a chain link fence that is at least six feet high, will not be subject to fingerprinting and background screening requirements. This exception will be determined through the Facilities Department as a part of the bid process. Contractors to whom this exception applies will be responsible for maintaining the required fence and for ensuring that workers do not enter any part of the school site which is beyond the fence. Failure of the contractor to meet this requirement will void the contractor's exemption.

3.22.2 If you have no personnel who meet any of the three criteria, the law does not apply to you; therefore you do not need to take action.

3.23 Contractor's Personnel: Contractor's staff is to present a professional appearance. Personnel shall be neat, clean, well groomed, properly uniformed and conduct themselves in a respectable and courteous manner while performing duties and while at any SCSB facilities.

3.23.1 Qualifications of new people working under this contract will be submitted to SCSB, in writing, for approval prior to them conducting any service under this contract. Submit list of all employees that will be working under the current contract and any intention for additional personnel, and back-up personnel for each function.

3.23.2 Employees shall wear a recognizable uniform. Each technician performing work for SCSB must carry a picture ID issued by the State of Florida (drivers license or State issued ID) that shall be presented upon request while on SCSB property. This provision will be strictly enforced.

3.23.3 Use of tobacco products shall only be allowed in designated area(s).

3.23.4 Contractor's personnel shall not play loud music, make unnecessary noises, or use language that causes offense to others.

3.23.5 The Contractor is not to use any Day Labor or temporary workers at any SCSB facility, without background clearance. This includes all technicians that are added subsequent to award. Failure to comply with this specification could result in immediate termination of the award and liquidated damages.

3.23.6 The employment of unauthorized aliens by any Contractor is considered a violation of Section 274 A (e) of the Immigration and Nationalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for cancellation of the contract.

3.23.7 Possession of firearms will not be tolerated on SCSB property; nor will violations of Federal and State laws and any applicable SCSB policy regarding Drug Free Workplace be tolerated. Violations will be subject for the immediate termination of any contract resulting from this Invitation to Bid.

3.23.8 "Firearm" shall mean any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be, converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

3.23.9 No person who has a firearm in their vehicle may park their vehicle on SCSB property.

3.23.10 If any employee of a Contractor or Sub-Contractor is found to have brought a firearm on SCSB property, said employee will be terminated from SCSB contract by the Contractor or Sub-Contractor. If the Sub-Contractor fails to terminate said employee, the Sub-Contractor's agreement with the Contractor for SCSB contract shall be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-Contractor who fails to terminate said employee, the Contractor's agreement with SCSB shall be terminated.

3.24 Facilities Inspections: SCSB reserves the right, prior to award of any contract and throughout the bid period, to inspect the prospective vendor's facilities and place of business to determine that the vendor has a regular, bona fide establishment, that is presently a going concern and is likely to continue as such.

3.24.1 Qualifications to be evaluated may include, but not be limited to, the vendor's ability to service the School District in terms of: 1) delivering orders promptly and in an organized manner by customer-oriented drivers, 2) accuracy of invoicing, 3) providing accurate and timely reports, 4) capacity of the delivery fleet and 5) good communication with the Facility Staff.

4 CONTACT INFORMATION AND CERTIFICATION

4.1 Bidder must supply the information listed below for bid to be considered.

4.2 The signer of this bid response guarantees, as evidence by the sworn affidavit required herein, the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

4.3 The undersigned hereby authorizes any public official, engineer, architect, surety company, bank depository, material or equipment manufacturer or distributor or any person, firm or corporation to furnish any pertinent information requested by Suwannee County School Board, or their representative, deemed necessary to verify the statements made in this qualification form or regarding the standing and general reputation of the applicant. The signer also states that all information given is an accurate representation of the office location and resources from where the services are to be rendered.

4.4 The undersigned certifies 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. The undersigned certifies acceptance of this bid's terms, conditions, specifications, attachments, and addendum.

4.5 The undersigned certifies he/she is authorized to sign this bid for the bidder.

~NEXT PAGE~

ATTACHMENT A (page 1)

INVITATION TO BID, SCSB BID NO. 12-201

BID RESPONSE FORM

**SUWANNEE MIDDLE SCHOOL BUILDING #7 MECHANICAL SYSTEM HVAC
MODIFICATION**

To: Suwannee County School Board

Date: _____

The undersigned, on behalf of _____

hereby submits a Complete Bid for Suwannee Middle School, Building #7, Mechanical System HVAC

Modification in response to Suwannee County School Board, Invitation to Bid No. 12-201 in the amount

of:

\$ _____
Base Bid Value

\$ N/A _____
Alternate Bid Value .

A Detailed Schedule of Values must be attached to Attachment A.

Attachment A (page 1) should be used as a cover sheet for all bid submissions

~NEXT PAGE~

ATTACHMENT A, (page 2)

Company Name:		
Address:		
City, State: Zip:		
FEIN:	E-Mail:	
Telephone: ()	Fax: ()	
Emergency Contact Name:	Title	
Address:		
Telephone: ()	Fax: ()	
Prompt Payment Discount:	Yes – Percentage	No
Preferred method to receive purchase orders:	US Mail	Fax
Signature of Owner or Authorized Officer:		
Typed (Printed) Name and Title of Above:		
Date Submitted: / /		

5 ADDENDUM FORM

Receipts of the following Addenda are hereby acknowledged (list all Addenda as follows):

ADDENDUM NO 1	Dated February 17, 2012
ADDENDUM NO	Dated
ADDENDUM NO	Dated

Dated this Day _____ of _____, 20 _____

Signature of Owner or Authorized Officer: _____

Typed Name of Above: _____

6 DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more bids that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the Facilities of commodities or contractual services, a bid received from a business that certifies it has implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

Unless indicated below, the prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the above drug-free workplace certification.

Please check mark in the space provided if your company **meets** the drug-free workplace certification.

_____ **Meets** drug-free workplace certification.

Signed: _____

Title: _____

Date: _____

7 REQUIRED SUBMITTALS CHECKLIST

Note: Submittal is **required** for each box checked (or where applicable) for bid to be considered.

X	Addendum Form
X	Bid Response Form
X	Bid Security: See bid for guidelines
X	Business Resume
	Catalogs
X	Certificate of Insurance: See enclosed guidelines for detailed specifications
X	Contact Information & Certification
X	Drug Free Workplace Certification
X	Financial Statement
	Illustrations
X	List of References
	Manufacturer's certificate of warranty
X	MSDS Sheets
	Product Samples: See bid for specific details
X	Specifications

X	Work Schedule: Only required if completion will run beyond (30) days
X	Detailed Schedule of Values
	Other:

~NEXT PAGE~

8 RESPONSE FORM- **Not required for Bid # 12-201**

8.1 **Delivery:** Please answer the following delivery questions:

8.1.1 What is your company's delivery time after receipt of order?

8.1.2 Vendor is able to comply with the delivery requirements as stipulated in Section 3.9

____ Yes

____ No

8.2 **Minimum Order:** Vendor does not require a minimum order.

____ Yes

____ No

8.2.1 If no, what is the amount of minimum order? (***Note: a minimum order requirement may cause this response to be rejected***). _____

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9 REFERENCE RELEASE FORM

I, _____ being of _____, give
(Name / Title) (Name of Company)

Suwannee County School Board, Florida, authorization to check our company's previous performance.

Authorizing Signature: _____

REFERENCE

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON: _____

PHONE NUMBER: FAX NUMBER: _____



***STOP* Remaining to be completed by SCSB**

TECHNICAL PERFORMANCE							
	EXCELLENT				UNSATISFACTORY		
FACTORS / RATINGS:	6	5	4	3	2	1	N/A
Completion of major tasks/milestones/deliverables on schedule							
Responsiveness to changes in technical direction							
Ability to identify risk factors and alternatives for alleviating risk							
Ability to identify and solve problems expeditiously							
Ability to employ standard tools/methods							
MANAGEMENT PERFORMANCE							
	EXCELLENT				UNSATISFACTORY		
FACTORS / RATINGS:	6	5	4	3	2	1	N/A
Overall communication with staff							
Effectiveness and reliability of Contractor's Key Personnel							
Ability to recruit and maintain qualified personnel							
Ability to manage multiple and diverse projects/tasks from planning throughout execution							
Ability to effectively manage subcontractors							

MANAGEMENT PERFORMANCE

	EXCELLENT			UNSATISFACTORY			
FACTORS / RATINGS:	6	5	4	3	2	1	N/A
Ability to accurately estimate and control cost to complete task							
Overall performance in planning, scheduling and monitoring							
Use of management tools (e.g. cost/schedule, task management tools)							

CUSTOMER SATISFACTION

	EXCELLENT			UNSATISFACTORY			
FACTORS / RATINGS:	6	5	4	3	2	1	N/A
How would you rate the Contractor's overall technical performance on this contract / order?							
How would you rate the Contractor's ability to be cooperative, business like and concerned with interest of the customer?							
Total Dollar Amount of Contract:							
Additional Comments:							
Would you use this Contractor Again?	<input type="checkbox"/> YES			<input type="checkbox"/> NO			