

# School District of Palm Beach County FL



## Solicitation No. 10C-92T

Term Contract for HVAC Mechanical Contractors

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RESPONSES ARE DUE PRIOR TO:

**Jun 30, 2010 2:00:00 PM EDT**

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RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

[www.bidsync.com](http://www.bidsync.com)

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## Bid 10C-92T

### Term Contract for HVAC Mechanical Contractors

Bid Number	10C-92T
Bid Title	Term Contract for HVAC Mechanical Contractors
Bid Start Date	Jun 9, 2010 12:49:49 PM EDT
Bid End Date	Jun 30, 2010 2:00:00 PM EDT
Question & Answer End Date	Jun 29, 2010 5:00:00 PM EDT
Bid Contact	Dennis Messerli Purchasing Agent 561-434-8507 dennis.messerli@palmbeach.k12.fl.us
Contract Duration	2 years
Contract Renewal	3 annual renewals
Prices Good for	See Term of Contract
Standard Disclaimer	All responses must be submitted electronically on <a href="http://www.Bidsync.com">www.Bidsync.com</a> by registering with Bidsync
Bid Comments	<p>*THIS IS A NO FEE BID Added on Jun 22, 2010: ADDENDUM 1: This addendum modifies this Invitation to Bid as follows:</p> <p>Page 23, Special Condition H</p> <p>Now Reads:</p> <p>H. QUALIFICATIONS: The bidder shall have maintained continual work experience in the installation/repairs/services of air conditioning/heating/ventilation systems for a minimum of five (5) years. The following documentation shall be included with bid.</p> <p>Change to Read:</p> <p>H. QUALIFICATIONS: The bidder shall be currently involved in the installation/repairs/services of air conditioning/heating/ventilation systems; to include the various size units installed within the District. The following documentation shall be included with bid.</p> <p>. Added on Jun 23, 2010: ADDENDUM 2: This addendum modifies this Invitation to Bid as follows:</p> <p>Now Reads:</p> <p>QUESTION &amp; ANSWER DEADLINE: JUNE 17, 2010, 5:00P.M. EST</p> <p>RETURN DATE: JUNE 29, 2010 2:00 P.M. EST</p> <p>Change to Read:</p> <p>QUESTION &amp; ANSWER DEADLINE: JUNE 29, 2010, 5:00 P.M. EST</p> <p>RETURN DATE: JUNE 30, 2010 2:00 P.M. EST</p>

Changes made on Jun 22, 2010 3:05:11 PM EDT

New Documents            10C-92T Addendum 1.pdf

Changes made on Jun 23, 2010 8:07:49 AM EDT

New Documents            10C-92T Addendum 2.pdf

Previous End Date	Jun 29, 2010 2:00:00 PM EDT	New End Date	Jun 30, 2010 2:00:00 PM EDT
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Previous Q & A End Date	Jun 17, 2010 5:00:00 PM EDT	New Q & A End Date	Jun 29, 2010 5:00:00 PM EDT
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Item Response Form

Item                            10C-92T-1-01 - Item 1: Submit pricing on 10C-92T Bid Summary Document

Lot Description            .

Quantity                    1 each

Prices are not requested for this item.

Delivery Location        School District of Palm Beach County FI  
                                  Various Locations for the District  
                                  Palm Beach County School District  
                                  West Palm Beach FL 33406  
                                  Qty 1

Description

**SCHOOL DISTRICT OF PALM BEACH COUNTY**  
**PURCHASING DEPARTMENT**

Date: June 22, 2010

**ADDENDUM NO.: 2**

INVITATION TO BID NO.: 10C-92T

TITLE: **TERM CONTRACT FOR HVAC MECHANICAL CONTRACTORS**

RETURN DATE: June 29, 2010, 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

**Now Reads:**

QUESTION & ANSWER DEADLINE: JUNE 17, 2010, 5:00P.M. EST

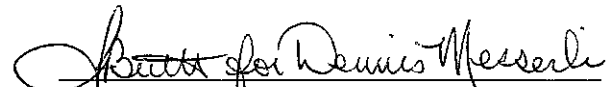
RETURN DATE: JUNE 29, 2010 2:00 P.M. EST

**Change to Read:**

QUESTION & ANSWER DEADLINE: JUNE 29, 2010, 5:00 P.M. EST

RETURN DATE: JUNE 30, 2010 2:00 P.M. EST

This addendum is for information only and need not be returned with your Bid.

  
Dennis Messerli, Purchasing Agent

  
Genell McMann, Purchasing Manager

**SCHOOL DISTRICT OF PALM BEACH COUNTY**  
**PURCHASING DEPARTMENT**

Date: June 21, 2010

**ADDENDUM NO.: 1**

**INVITATION TO BID NO.: 10C-92T**

**TITLE: TERM CONTRACT FOR HVAC MECHANICAL CONTRACTORS**

**RETURN DATE: June 29, 2010, 2:00 P.M. EST**

This addendum modifies the above listed Invitation to Bid as follows:

Page 23, Special Condition H

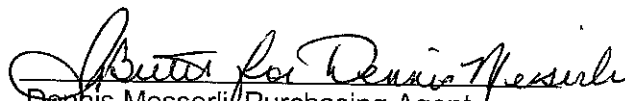
Now Reads:

- H. **QUALIFICATIONS:** The bidder shall have maintained continual work experience in the installation/repairs/services of air conditioning/heating/ventilation systems for a minimum of five (5) years. The following documentation shall be included with bid.

Change to Read:

- H. **QUALIFICATIONS:** The bidder shall be currently involved in the installation/repairs/services of air conditioning/heating/ventilation systems; to include the various size units installed within the District. The following documentation shall be included with bid.

This addendum is for information only and need not be returned with your Bid.

  
Dennis Messerli, Purchasing Agent

  
Genell McMann, Purchasing Manager

**THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406-5813**

**INVITATION TO BID  
Bidder Acknowledgement**

Vendor Name:

Vendor Mailing Address:

Area Code / Telephone Number:

Toll-Free Telephone Number:

Fax Number:

Vendor E-Mail Address:

Vendor Web Address:

FEID No. or SS #:

Delivery  calendar days after receipt of order:

**ANTI-COLLUSION**

By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.

Name of Company Representative Submitting Bid :

Title of Company Representative Submitting Bid:

Date:

## **10C-92T - INSTRUCTIONS TO BIDDERS**

The General Conditions for Bids, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **ANTI-DISCRIMINATION:**
  - a. The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.
  - b. The bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.
4. **BIDS:** Bids will be received electronically through a secure mailbox at BidSync, Inc. until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches BidSync on or before the closing date and hour as indicated in this bid document.
5. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in

the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.

6. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
7. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
8. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**

A. With Cause: In the event any of the provisions of the Contract are violated by the bidder, the Superintendent or designee shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board or its designee for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. In the event that it is subsequently determined that a cancellation under this paragraph was incorrect, the termination shall be converted to a termination for convenience pursuant to the next paragraph.

B. Without Cause: The Board or its designee reserves the right to terminate any contract resulting from this Invitation to Bid at any time and for no reason whatsoever, upon giving 30 days prior written notice to the bidder. If the Contract should be terminated for convenience as provided herein, the Board shall be relieved of all obligations under said Contract. The Board or its designee shall only be required to pay to the successful bidder that amount of the Contract actually performed to the date of termination.

C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by

the equipment covered in this bid from another vendor in the succeeding funding period.

**“This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein”.**

9. **BIDDERS RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

10. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

11. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.

12. **DISQUALIFYING CRIMES:** *The bidder certifies by submission 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 the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid*

*response, information regarding any of these actions or proposed actions with other governmental agencies.*

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 to provide any goods or services to a public entity, may not submit a bid to 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder(s) certifies by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

The awarded bidder or any subcontractor shall not employ any persons with multiple felonies and / or crimes against children. The awarded bidder must provide documented proof of efforts to comply with this requirement. The Owner may declare any non-compliance or lack of diligent effort by the awarded bidder to comply as a breach of contract and immediately terminate the services of the awarded bidder.

13. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
14. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted with BidSync, Inc. and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

15. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.

16. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
17. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
18. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
19. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.
- The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.
20. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
21. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

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

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

22. **PRODUCT RECALL:** In the event the awarded awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

**10C-92T - GENERAL CONDITIONS FOR BIDS**

1. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
2. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

3. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.
4. **MINORITY BUSINESS PARTICIPATION:** The School Board of Palm Beach County strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, subcontractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority and Women can be made to the School District of Palm Beach County's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, (561) 434-8508 or on our web site at <http://www.palmbeachschools.org/mwbe/> .

Bidders who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525) and M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526). The summary (FORM 1526) will be submitted with all requests for payment.

The District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Office of Supplier Diversity or the School District of Palm Beach County's Office of Diversity in Business Practices. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the District or the State of Florida Office of Supplier Diversity shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

In order to receive consideration for M/WBE participation, the bidder or firm(s) to be utilized by the bidder must be certified by the District or the State of Florida at the time that the bid is opened.

The District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Office of Supplier Diversity for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, for certification. The District does not recognize any other certifications.

Graduation (as described in School Board of Palm Beach County Policy 6.143) from the School District M/WBE Certification shall void certification by the State of Florida. Certification shall be verified and point award shall be determined by the Office of Diversity in Business Practices.

5. **CONTRACTOR BID REQUIREMENTS:** As part of its bid, bidder shall provide to the District a list of all instances within the past ten years where a complaint was filed or pending against bidder in a legal or administrative proceeding alleging that bidder discriminated on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of each such complaint, including any remedial action taken.
6. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.
7. **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:** Awarded bidders/bidders shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
  - A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
  - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or

- C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

This article will survive the termination of the Contract.

8. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

9. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.
10. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
- (1) The potential for fire, explosion, corrosively and reactivity;
  - (2) 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
  - (3) The primary routes of entry and symptoms of overexposure.
- C. 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.

- D. The emergency procedure for spills, fire, disposal and first aid.
- E. 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.
- F. 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.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

11. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
12. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
13. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
14. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
15. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
16. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

17. **SAMPLES, DEMONSTRATIONS AND TESTING:**
- A. 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. Request for the return of the samples must be indicated on his or her bid. 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. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
  - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
  - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
18. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense.**
19. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
20. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
21. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

22. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

23. **ORDERING PROCEDURE:**

Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

**No item may be shipped or service performed that is not listed on the purchase order.**

24. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com and at the Fulton Holland Educational Services Center, Purchasing Department, 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323, West Palm Beach, FL 33406, on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.

25. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

26. **TIE BID:** According to FS 287.087, tie bid preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free

Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place preference shall be awarded to the vendor who is certified in the following order: as a M/WBE certified with the School District, as a SBE certified with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the Director or Manager of Purchasing will flip a coin to break the tie. Vendor's company name closest to the letter "A" will always be assigned heads in the coin toss.

27. **INTERPRETATIONS:** Neither BidSync nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
28. **SPECIAL CONDITIONS:** If any conflict exists between any of the Special Conditions and/or the Specifications and either the General Conditions for Bids or the Instructions to Bidders, the Special Conditions and/or Specifications shall govern.

## 10C-92T - SPECIAL CONDITIONS

- A. **SCOPE:** The purpose and intent of this Invitation to Bid is to secure prices and establish a **Term Contract for HVAC Mechanical Contractors**, as specified herein.

Contractor shall furnish all labor, supervision, materials, and test equipment to facilitate all major and minor repairs as well as new installations regularly found in the HVAC field including, but not limited to:

Boiler systems	Chilled water systems
Cooling Towers	Duct work
Exhaust Systems	Water pumps
Window/through wall A/C systems	

Maintenance, installation and repair services shall include all necessary labor charges, tools, fuel, equipment and materials delivered and installed in accordance with N.F.P.A, local and state regulations, ASHRE, OSHA and District Master Specifications.

- B. **DELIVERY:** Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Prices bid herein shall include cost of all labor, material/equipment, delivery and installation FOB to site as per purchase order.

**In cases of emergency, as deemed by District representative, awarded vendors shall respond by providing a quote within 24 hours. The Vendors proposal shall be all inclusive based on the scope of work provided by the Districts representative. All changes in scope must be authorized by the Districts representative. All Material delivery and installation, if required, shall occur within 48 hours of receipt of purchase order. Awarded vendor(s) shall provide emergency services after hours, weekends, and holidays.**

- C. **AWARD:** In order to meet the needs of the various departments/schools and in the best interest of the School District, multiple awards shall be made to responsive, responsible bidders to create a pool of qualified vendors. Award will be made to up to ten (10) vendors based on the overall price of the hypothetical given.

When services are needed for any project estimated to be over \$10,000.00, the pool of awarded vendors will be invited to provide a quote for that particular project. Vendors will be notified and given a date and time for site inspection. Failure to attend the site inspection, will forfeit your firm the opportunity to quote on that specific project. Each quote must be precise, accurate and firm.

The District reserves the right to assign projects considered emergencies as defined by the District's Purchasing Manual Section 8-3 or project under \$10,000.00 to an awarded vendor in a manner that benefits the District in relation to cost and schedule. Assigned vendor shall respond within 24hours and follow-up with a quote for the repairs. Awarded vendors who are unavailable for a particular project shall be required to provide written notification that they will be unable to respond. Vendors shall not refuse any project based solely upon its location and dollar amount.

Emergencies are defined as those items necessary to continue the instructional process and/or maintain a safe operational environment, the loss of which would create a situation which would adversely and unduly affect the safety, health or comfort of building, occupants or otherwise cause loss to the District. In the event of an emergency, the requirement for requesting proposals may be waived.

In order to be kept active in the Awarded Pool of Vendors, vendors should respond to "Request For Quotes" (RFQ) or assigned projects. Failure to respond to five (5) different requests (RFQ or assigned project) may result in vendor being removed from the Awarded Pool of Vendors. A vendor may do one of the following, in order to respond properly to the request:

1. Submit a quote prior to the quote receipt deadline
2. Submission of a "No Bid" notice prior to the quote receipt deadline
3. Written notice of unavailability (Emergency or assigned project)

For District certification go to <http://www.palmbeachschools.org/MWBE> website and complete the MWBE certification application.

- D. **TERM OF CONTRACT:** The term of this contract shall be for two (2) years from the date of award and may, by mutual agreement between the District and the awardee, be renewable for three additional one-year periods. If considering renewal, the District, through the Purchasing Department, will request a letter of intent to renew from the awardee prior to the end of the current contract period. The contract may be extended, in thirty day increments, for up to ninety (90) days beyond the contract expiration date, if needed. The awardee agrees to this condition by signing their bid. The awardee will be notified by the Purchasing Department when the recommendation has been acted upon. All prices shall be firm for the term of this contract.
- E. **BID QUESTIONS:** All questions related to this bid must be submitted through BidSync and must be received no later than June 17, 2010, at 5:00PM.
- F. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted electronically with **BidSync** and at the Fulton Holland Educational Services Center Purchasing Department for review by interested parties, at 3300 Forest Hill Boulevard, Third Floor, A-Wing Suite A-323 West Palm Beach, FL, on July 7, 2010, at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

- G. **SCOPE OF WORK:** The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, technical expertise, licensing, permits, parts, transportation and equipment necessary for the installation, repair, purchase, consultation and/or troubleshooting of air conditioning systems in compliance with federal, state and local codes and Department of Education's Chapter 6A2, State Requirement for Educational Facilities (SREF)=latest edition, Florida Administrative Code (FAC).

Contractor shall take field measurements and verify field conditions. Contractor shall carefully compare such field measurements and conditions and other information provided by the District before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District at once prior to commencement of work. Failure to report conflicts with project will result in contractor's corrective action at their own expense.

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. **NO** rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground or above ground from their operations that may be hazardous and/or damaging to said facilities.

Contractor shall provide due care at all times while performing any task at any District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.

The contractor shall accept full responsibility for refrigerant handling at every assigned job/project.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus. Contractor shall not have any contact with school's student population.

The contractor's invoice must be itemized showing parts, labor, freight, etc., to provide a complete accounting of services performed.

The contractor shall provide a construction work schedule and submit it to the District designated contact person. The schedule shall include estimated commencement and completion dates.

Safeguard of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

Contractor shall not inhibit access to school centers during pursuit of work specified herein.

Contractor shall leave the work site in a neat and orderly fashion at the end of each workday.

All personnel (contractor or sub-contractor) shall sign in while on campus prior to commencing any work and shall sign out prior to leaving campus unless prior written exception has been obtained.

Contractor will remedy any and all damage to property by acts of omission or vandalism which occur as a result of their work.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

Contractor shall correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District.

The contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus. The provision or use of existing sanitary facilities will be discussed and determined at the pre-construction meeting. The contractor shall provide to the owner certification that all personnel on site comply with Level 2 FDLE and FBI screening, with the report of the results provided by or to the District's Police Department, which shall be the sole determiner of clearance. All contractor and sub-contractor personnel must have a badge, indicating clearance. The contractor's name and a traceable number must be visible. No contact between students or School staff is allowed with any contractor, sub-contractor, or supplier. If contacted by school personnel or staff, refer them to the District's Project Coordinator for this project.

Contractor shall not proceed with any project until in receipt of Purchase Order and Notice to Proceed.

If the contractor determines additional work beyond the scope of original project is required, the contractor must obtain prior written approval on all costs before any additional work is started. This authorization will be in the form of one of the following:

1. Change Control Document \*
2. Verbal on site followed by email stating authorization by District's Project Coordinator (will create an unsafe situation if not finalized) \*
3. Change to the Purchase Order

\* = Purchase order must be changed quickly thereafter.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

Contractor shall use only factory OEM parts while performing services and equipment under original warranties. After-market parts will be permissible on units out of warranty period upon District's approval. Prior authorization must be obtained before acquisition and installation is performed.

Contractor shall be responsible for correction/replacement, according to local codes and District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Due to budgetary restraints and ultimate practicality of some projects, the District by requesting a site visit or proposal does not by implication commit itself to commencement or completion of any project.

Technical Literature: The availability of technical literature is a requirement of this Bid to accommodate an evaluation to assure that products offered meet or exceed the specification. Hence, two copies of product information, including technical and descriptive literature, shall be made available to the District at its request. Information submitted shall be sufficiently detailed to technically evaluate the product.

Submittals: Contractor is required to submit catalog cuts, specifications sheets, and any other technical data necessary to enable proper evaluation for all materials and/or equipment which will be utilized in the performance of this bid. Failure of the bidder to provide the foregoing information may be grounds for rejection of their bid.

Repair and Maintenance Manuals: Three manuals containing troubleshooting procedures, parts list, disassembly instructions, schematic diagrams, etc., shall be provided at no cost for each unit of equipment furnished under any contract resulting from this Bid. Job will not be considered complete until all manuals have been received.

Performance Bond and Labor and Material Bond: Projects with an estimated construction cost greater than \$200,000, but less than \$499,999 shall require a performance bond and material and labor bond in the amount of one hundred percent of the contract amount. The District shall provide form of performance bond and material and labor bond for those projects having bonding requirements. The District reserves the right to require a bond on projects less than \$200,000.

Inspections: The contractor shall notify the assigned District's Project Manager of job progress and make arrangements for District inspection of work performed. The contractor shall not proceed with other work until the previous portion has been approved. Required inspections will be outlined in the scope of each job or at pre-construction meeting. A minimum of 24 hours notice to the District must be provided for each inspection.

Completion of contract shall be defined as final inspection and subsequent sign-off by inspector/project manager, on all work as satisfactory and acceptable to the District.

Uncovering of Work: If any portion of the work should be covered contrary to the request of the District or to requirements specifically expressed in the Bid, it shall be uncovered for observation and shall be replaced at the contractor's expense.

If any other portions of the work have been covered which the District has not specifically requested to observe prior to being covered, the District may request to see such work and it

shall be uncovered by the contractor. If such work were found in accordance with the contract documents, the cost of uncovering and replacement shall, through purchase order change, be charged to the District. If such work were found not in accordance with the contract documents, the contractor shall pay such cost unless it is found that the District or a separate contractor caused this condition, in which the event the District shall be responsible for payment of such cost.

Service / Repair:

All repairs shall be performed using a time and materials basis.

Once mechanic determines nature or cause of failure, he must provide written cost of repairs to project manager for authorization to proceed. Project Manager shall determine method of payment for each job.

Final Completion:

After the work and the requirements of the purchase order are fully and finally completed, the District shall certify Final Completion and acceptance. Final payment shall not be made until Certificate of Occupancy or Completion for the project is received.

Contractor shall submit the following, where applicable, for final completion to the District:

1. Final Invoice (see Special Condition O for invoice requirements)
2. Mechanical, electrical & structural prints have been signed and approved per our Building Department and final inspection report per Building Department Inspectors.
3. A notarized affidavit that all subcontractor payrolls, bills for materials and equipment, and other indebtedness with the work have been paid or otherwise satisfied
4. Warranties
5. Operational Manuals
6. Repair Manuals
7. Parts List
8. Record Drawings
9. Sign off of extra materials and all other items pertaining to close out
10. Release of Lien

H. **QUALIFICATIONS:** The bidder shall have maintained continual work experience in the installation/repairs/services of air conditioning/heating/ventilation systems for a minimum of five (5) years. The following documentation shall be included with bid.

1. Occupational license issued in Palm Beach County must be submitted with or prior to bid opening.
2. Provide **required current State Unlimited Class A Air Conditioning Contractor (CA) or Mechanical Contractor (CM) license** held by your company.
3. A photocopy of your licenses shall be included with bid. They may be submitted via fax to 561/963-3823 prior to the bid opening. If faxing them over, please state 'Bid 10C-92T Documents' on the cover sheet.

- I. **REFERENCES:** Bidder must provide five (5) references for services provided successfully by your company within the last three (3) years. List name, address, telephone number, cellular phone number email address, contact person and hours they may be reached. List any educational clients served. Only one of these references may be the School District of Palm Beach County.
1. Request a minimum of 5 commercial or educational references and provide a contact name, email address, phone/cellular number, date of service and scope of work.
  2. Provide the name, address, phone/cellular number, emergency phone number, email address, and fax number of an area representative.
- J. **SALVAGE:** All items removed during any work performance under this contract are the property of the District. The District shall determine which items are to be salvaged. Care must be taken to insure salvaged items are not damaged. It shall be the contractor's responsibility for removal and proper disposal of items other than salvaged equipment.
- K. **WARRANTY:** Contractor shall warrant all materials and related accessories to be free from defects in material and/or workmanship under normal use and service for a period of at least one year from acceptance of installation by District, and if any part of the work shall fail within this period, it shall be replaced and unit restored to operation at no cost to the District.
- L. **DELAYS AND EXTENSIONS OF TIME/LIQUIDATED DAMAGES:** All projects shall be performed on an ongoing basis and meet time frame for each job. Delay of work at any project (for any reason other than natural disasters) shall constitute a breach of contract and becomes subject to fines detailed in the contract. Liquidated damages will not be assessed if the contractor obtains an extension of time from the District. Liquidated damages shall be assessed at the rate of \$200.00 per day for each calendar day that work remains uncompleted after time allotted.
- M. **INFORMATION:** Any questions by the prospective bidders concerning this Invitation to Bid should be submitted on BidSync at [www.BidSync.com](http://www.BidSync.com). Dennis Messerli, Purchasing Agent, is authorized only to direct prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Mr. Messerli, nor any employee of the District is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by an electronic addendum.
- N. **EARLY PAYMENT TERMS:** Offers of discounted payment terms are encouraged and may be offered on the Early Payment Terms Document in this bid.
- O. **PAYMENT / PAYMENT TERMS:** Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See Attachment per Special Condition # N.

**Payment will not be processed until the following occurs:**

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

**Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:**

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment/Service
4. Name of School/Project Site
5. Project or Quote Number
6. Line Item Total or Extended Price

**Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services. Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.**

**The School Board will not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.**

**Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.**

**The acceptance of final payment shall constitute a waiver of all claims by the contractor except those previously made in writing and identified by the contractor as unsettled at the time of final application for payment.**

**The making of final payment shall not constitute a waiver of any claims by the District and shall not relieve the contractor of the responsibility for negligence, defects of manufacturer, faulty materials, or workmanship to the extent within the period provided by law and by the warranties provided herein, and upon written notice by the District, the contractor shall remedy any defects due hereto and pay all expenses for any damages to other work resulting therefrom.**

**The above terms and conditions are agreed to by submitting an offer on this bid.**

- P. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: Dennis Messerli, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with an amount of \$500,000 or more the actual INSURANCE POLICY must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000.00 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, \_\_\_\_\_ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

This policy must be continued or tail coverage provided for two years after completion of the project.

- Q. **INCORRECT PRICING/INVOICES:** Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent will not be honored.
- R. **CHANGE ORDERS:** Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the District's attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent will not be honored.
- S. **PRICE ADJUSTMENT:** The discount percentage, terms and conditions contained in the bid are to remain firm throughout the contract period(s). Labor rates shall remain firm for the initial term of the contract. Upon the renewal(s) of the bid, vendors may submit price increases. Such increases are to be forwarded to the District Purchasing Department no less than **45 days prior** to the effective date of the same, along with a written request for acceptance, referencing the bid number and stating the effective date of such change. Increases must be consistent with CPI index.
- T. **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School District's Office of Diversity in Business Practices, 3300 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508.

- U. **DISTRICT PURCHASING CARD:** The District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

**10C-92T – Bid Summary Document  
HVAC Mechanical Contractor**

<b>Vendor Name:</b>	
---------------------	--

Hypothetical: School X has a 75 ton system that has broke down and needs repair. Repairs consist of the following: Purchase of AHU, breakdown and repair of compressor/motor. Please provide the labor rates at noted, discount for miscellaneous parts and discount for equipment. Labor rates will be for regular time.

	Value	Discount	Item Total
AHU (Equipment)	\$25,000	0%	\$25,000
Miscellaneous parts	\$4,500	0%	\$4,500
Labor (Regular Time)	Hours	Hourly Rate	
Licensed Journeyman			
Regular Time	25	\$0.00	\$0.00
Overtime	10	\$0.00	\$0.00
Apprentice			
Regular Time	25	\$0.00	\$0.00
Overtime	10	\$0.00	\$0.00
<b>Total Hypothetical Project Cost</b>			<b>\$29,500.00</b>

Regular Time: Monday - Friday 7:00 a.m. - 5:00 p.m.
Overtime: After 5:00 p.m. and Saturdays

**This file will need to be downloaded, filled out and then uploaded with your bid. If you need assistance or are having technical difficulties with uploading the document, please contact BidSync Vendor Support at 1-800-990-9339 ext 1.**

**10C-92T ADDITIONAL INFORMATION DOCUMENT**

**VENDOR NAME:**

This rates will not be used in the determination of the award; however, will be valid during the contract, subject to all terms and conditions contained herein.

Hourly rate(s) for various personnel, to include **Regular, Overtime and Premium.**

Regular Time: Monday - Friday 7:00 a.m. – 5:00 p.m.  
 Overtime: After 5:00 p.m. and Saturdays  
 Premium Time: Sundays and holidays.

<u>Personnel Title</u>	<u>Regular Time</u>	<u>Overtime</u>	<u>Premium Time</u>
<b>Supervisor</b>	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.
<b>Licensed Journeyman</b>	See Bid Summary	See Bid Summary	\$ <input style="width: 50px;" type="text"/> hr.
<b>Foreman</b>	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.
<b>Apprentice</b>	See Bid Summary	See Bid Summary	\$ <input style="width: 50px;" type="text"/> hr.
<input style="width: 50px;" type="text"/>	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.
<input style="width: 50px;" type="text"/>	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.

Hourly rate(s) for various personnel, to include **Regular, Overtime and Premium.**

Regular Time: Monday - Friday 7:00 a.m. – 5:00 p.m.  
 Overtime: After 5:00 p.m. and Saturdays  
 Premium Time: Sundays and holidays.

Please list any additional equipment/services provided by your organization that may be utilized in this repair/installation function.

<u>Equipment / Service</u>	<u>Regular Time</u>	<u>Over Time</u>	<u>Premium Time</u>
<input style="width: 50px;" type="text"/>	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.
<input style="width: 50px;" type="text"/>	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.
<input style="width: 50px;" type="text"/>	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.
<input style="width: 50px;" type="text"/>	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.
<input style="width: 50px;" type="text"/>	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.
<input style="width: 50px;" type="text"/>	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.	\$ <input style="width: 50px;" type="text"/> hr.

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

**10C-92T – REFERENCES**

Per Special Conditions " I "

**This information will be used in the evaluation of this bid.**

List a minimum of five (5) references which show experience in similar work to include nature and scope of work which demonstrates an expertise in providing the services as stated herein within the past five (5) years. Please complete all fields of requested information. These firms will be contacted to validate your references.

<b>YOUR COMPANY NAME:</b> <input type="text"/>	
<b>Submitted By:</b> <input type="text"/>	
<b>Reference No. 1</b>	
<b>Name of Firm:</b>	<input type="text"/>
Hours firm can be reached:	<input type="text"/>
Cost of Service:	<input type="text"/>
Date of Service:	<input type="text"/>
Contact Person:	<input type="text"/>
Address:	<input type="text"/>
Phone:	<input type="text"/>
Fax:	<input type="text"/>
Cell Phone:	<input type="text"/>
Email:	<input type="text"/>
<b>Reference No. 2</b>	
<b>Name of Firm:</b>	<input type="text"/>
Hours firm can be reached:	<input type="text"/>
Cost of Service:	<input type="text"/>
Date of Service:	<input type="text"/>
Contact Person:	<input type="text"/>
Address:	<input type="text"/>
Phone:	<input type="text"/>
Fax:	<input type="text"/>
Cell Phone:	<input type="text"/>
Email:	<input type="text"/>
<b>Reference No. 3</b>	
<b>Name of Firm:</b>	<input type="text"/>

Hours firm can be reached:	<input type="text"/>
Cost of Service:	<input type="text"/>
Date of Service:	<input type="text"/>
Contact Person:	<input type="text"/>
Address:	<input type="text"/>
Phone:	<input type="text"/>
Fax:	<input type="text"/>
Cell Phone:	<input type="text"/>
Email:	<input type="text"/>

**Reference No. 4**

<b>Name of Firm:</b>	<input type="text"/>
Hours firm can be reached:	<input type="text"/>
Cost of Service:	<input type="text"/>
Date of Service:	<input type="text"/>
Contact Person:	<input type="text"/>
Address:	<input type="text"/>
Phone:	<input type="text"/>
Fax:	<input type="text"/>
Cell Phone:	<input type="text"/>
Email:	<input type="text"/>

**Reference No. 5**

<b>Name of Firm:</b>	<input type="text"/>
Hours firm can be reached:	<input type="text"/>
Cost of Service:	<input type="text"/>
Date of Service:	<input type="text"/>
Contact Person:	<input type="text"/>
Address:	<input type="text"/>
Phone:	<input type="text"/>
Fax:	<input type="text"/>
Cell Phone:	<input type="text"/>
Email:	<input type="text"/>

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
10C-92T LOCAL BUSINESS TAX RECEIPT  
(formally known as the Occupational License)**

**Per Special Condition- " H "**

**VENDOR NAME:**

<b>Contractor required to have a State Unlimited Class A or Mechanical HVAC license held by your firm:</b>	<input type="text"/>			
<b>Expiration Date:</b>	<input type="text"/>			
<b>Local Business Tax Receipt (occupational license) Number:</b>	# <input type="text"/>			
<b>Expiration Date:</b>	<input type="text"/>			
List names and experience of the Service Personnel assigned to the District as indicated on the Bid Summary Document.				
<b>Personnel Title</b>	<b>Name</b>	<b>No. Years With Firm</b>	<b>Licenses &amp; Numbers Other Certificates</b>	<b>No. Years as Journey Person</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Add additional information on separate sheet and upload with bid, if required.				

**Submit this document, copies of licenses with the bid.**

**If you need assistance with uploading any documents, please contact BidSync Vendor Support at 1-800-993-9339 ext 1.**

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT**

**10C-92T - AREA REPRESENTATIVE**

Per Special Conditions " I "

Vendor Name:	<input type="text"/>
Area Representative:	<input type="text"/>
Address:	<input type="text"/>
City/Zip Code:	<input type="text"/>
Telephone:	<input type="text"/>
Fax Number:	<input type="text"/>
Cell or Nextel:	<input type="text"/>
Emergency Number:	<input type="text"/>
Email Address:	<input type="text"/>

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT**

**10C-92T - EARLY PAYMENT TERMS**

Per Special Conditions " N "

**VENDOR NAME:**

If vendor chooses not to participate in Early Payment Terms please acknowledge by placing N/A here • .

<p><b>EARLY PAYMENT:</b> Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District. <b>(please choose one)</b></p>
<p>€ 0.5% 10 net 30 *</p>
<p>€ 0.75% 5 net 30 *</p>

\* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

**U. S. DEPARTMENT OF AGRICULTURE**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(Before Completing Certification, Read Instructions on Reverse)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an 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 participants shall attach an explanation to this proposal.

Organization Name:	PR/Award Number or Project Name:
<input style="width: 250px; height: 20px;" type="text"/>	<input style="width: 250px; height: 20px;" type="text"/>
Name and Title of Authorized Representative: <input style="width: 350px; height: 20px;" type="text"/>	
Signature: <input style="width: 250px; height: 20px;" type="text"/>	Date: <input style="width: 150px; height: 20px;" type="text"/>

**INSTRUCTIONS FOR CERTIFICATION**

- 1. By signing and submitting this form the prospective lower tier participation is providing the certification set out on the reverse side in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive

Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

### THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program 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, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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 under bid 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.

VENDORS SIGNATURE

DATE

COMPANY NAME

**Must be executed and returned with attached bid at time of bid opening to be considered.**

**SCHOOL DISTRICT OF PALM BEACH COUNTY**  
**PURCHASING DEPARTMENT**  
**MINORITY CERTIFICATION INFORMATION**

\* Check here if N/A:  Form **must be submitted** to **BidSync.com**.

<p>Minority Certification applications are available through the Minority Business Enterprise located at:                  Office of Diversity in Business Practices                  School District of Palm Beach County                  3300 Forest Hill Boulevard, Suite A-106                  West Palm Beach, FL 33406-5871                  Phone: (561) 434-8508  <a href="http://www.palmbeach.k12.fl.us/mwbe">http://www.palmbeach.k12.fl.us/mwbe</a></p>								
<p><b>Are you a minority vendor certified by:</b> (Check if appropriate)</p> <p style="padding-left: 40px;">Palm Beach County School District <input type="checkbox"/></p> <p style="padding-left: 40px;">State of Florida <input type="checkbox"/></p> <p>If yes, expiration date <input style="width: 100px;" type="text"/></p> <p>Minority Classification (check one): <input type="checkbox"/> 2-African American, <input type="checkbox"/> 3-Hispanic American,  <input type="checkbox"/> 4-Native American, <input type="checkbox"/> 5-Asian American, <input type="checkbox"/> 6-American Woman, <input type="checkbox"/> 7-Physically Impaired, <input type="checkbox"/> 8-Other</p>								
<p>If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:</p> <table border="1" style="width:100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 50%; padding: 5px;"><b>Vendor</b></th> <th style="width: 50%; padding: 5px;"><b>Estimated Dollar Value</b></th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 40%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 40%;" type="text"/></td> </tr> <tr> <td style="padding: 5px;"><input style="width: 95%;" type="text"/></td> <td style="padding: 5px;">\$ <input style="width: 40%;" type="text"/></td> </tr> </tbody> </table>	<b>Vendor</b>	<b>Estimated Dollar Value</b>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>	<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>
<b>Vendor</b>	<b>Estimated Dollar Value</b>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>							
<input style="width: 95%;" type="text"/>	\$ <input style="width: 40%;" type="text"/>							

THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

**Letter of Intent**  
**Minority/Women Business Enterprise (M/WBE) Subcontractor Participation**

Form must be submitted to BidSync.com  Check if not applicable

BID/RFP/RFI/ITN or Project Name

BID/RFP/RFI/ITN or Project #

Name of Bidder/Responder

The undersigned intends to perform work with the above project as *(check one)*

- Individual       Partnership       Corporation       Joint Venture

*\* If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above project as *(check one)*

- Subcontractor       Subconsultant       Manufacturer       Supplier

- The undersigned is:  Certified with the School District of Palm Beach County M/WBE Coordinator  
 Certified with the State of Florida, Department of General Services (Provisional)

The undersigned is *(check only one in each applicable column)*:

- |  |  |                                     |
|--|--|-------------------------------------|
| <b>Column 1</b>                            | <b>Column 2</b>                          | <b>Column 3</b>                     |
| <input type="checkbox"/> African American  | <input type="checkbox"/> Native American | <input type="checkbox"/> Female     |
| <input type="checkbox"/> Asian American    | <input type="checkbox"/> American Female | <input type="checkbox"/> Male       |
| <input type="checkbox"/> Hispanic American |  | <input type="checkbox"/> Physically |

**PARTICIPATION:** The undersigned intends to perform the following work in connection with the above project.

Item #	CONTRACT (Trade) Items (Description/Division)	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>
<input type="text"/>		<input type="text"/>

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE subcontractor, the amount of any such subcontract must be stated \$

Name of M/WBE Subcontracting Firm

Name and Position (type or print)

PBSD 1525 (Rev. 2/6/2009) ORIGINAL – Office of Diversity in Business Practices

**School District of Palm Beach County  
Minority Women Business Enterprise (M/WBE)  
Subcontractor Participation Summary**

\* Check here if N/A: € . Form **must be submitted to bidsync.com.**

BID/RFP or Project Name

BID/RFP or Project Number

Total Bid (Base and Alternatives)

**TO DIRECTOR OF PURCHASING DEPARTMENT**

The M/WBE Subcontractor firms listed below have agreed to participate in this BID/RFP or project for the Contract (Trade) Items and the dollar amounts shown. Letter(s) on Intent (PBSD 1525) for each Subcontractor is (are) attached.

Those Subcontractors represented to me as M/WBE Certified by the M/WBE Coordinator are noted. Also noted are those Subcontractors not presently certified but representing themselves as M/WBE qualified for certification. For those Subcontractors, an identification Statement is attached to their Letter of Intent (PBSD 1525).

CONTRACTOR	CERTIFIED		CONTRACT (TRADES) ITEMS	AMOUNT
	YES	NO		
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
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<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>
<input type="text"/>	€	€	<input type="text"/>	<input type="text"/>

Total M/WBE Subcontractor Participation \$

Percentage of Total Bid (Base & Alternates)  %

Contracting Firm Name

Name and Position (type or print)

SIGNATURE

DATE

## Question and Answers for Bid #10C-92T - Term Contract for HVAC Mechanical Contractors

### OVERALL BID QUESTIONS

#### Question 1

It is my understanding the bids will be evaluated on the discount factors on page 28 of the RFP for material and labor. The value for equipment is the retail value of the AHU? What the owner would normally pay from a contractor and not the manufacturer price to the contractor? As all contractor mark up their equipment for a project from the price they actually pay. On page 29 you ask for non-discounted rates. When (under what conditions) will these rates be applied to the contract? (Submitted: Jun 9, 2010 3:24:27 PM EDT)

#### Answer

- Page 28 (Bid Summary)

Discounts are from catalog/price lists.

Labor rates are for regular time and overtime for licensed journeyman and apprentice.

Page 29 (Additional Information)

Labor rates are for other classifications of personnel to include regular time, overtime and premium time.

Bottom section would be for specialty type equipment/services (i.e. crane service, boom trucks, etc.) that your company may provide. (Answered: Jun 24, 2010 3:00:05 PM EDT)