

The School Board of Martin County, Florida

revised 1/05

PURCHASING DEPARTMENT

2845 SE Dixie Highway

Stuart, Florida 34997-5037

Phone: (772) 219-1255, Ex. #204

Fax: (772) 219-1267

e-mail: carverj@martin.k12.fl.us

INVITATION TO BID

Bidder Acknowledgement

Bid Title: Term Contract for Installation, Repairs and/or Purchases of A/C, HVAC and Refrigeration Systems

Bid No.: #1012-0-2008/JC

Date Bid Released: 9/4/2008

Bids will be opened in the Purchasing Dept. at 2:00 P.M. on 9/23/08

and may not be withdrawn within sixty (60) days after such date and time.

Vendor Name:

Address:

City – State – Zip Code:

Telephone Number: ()

\$ _____

Toll Free Number: ()

_____ Fax Number: ()

Terms: Bidder see 3. – General Conditions

F.E.I.N.: (S.S. #) _____

Certified or Cashier's Check is attached, when required, in the amount of

e-mail:

I certify that this bid is made without prior understanding,

_____ agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify

Authorized Signature (Manual)

_____ that I am authorized to sign this bid for the bidder.

Authorized Signature (Typed or Printed) Title

GENERAL CONDITIONS

Bidders: To Insure acceptance of the bid follow these instructions

SEALED BIDS: One copy of all bid documents that have page numbers, and this executed Invitation to Bid form must be returned with the Bid in order for the Bid to be considered for award. All bids are subject to the conditions specified hereon and on the attached Bid documents.

Completed bid must be submitted sealed in an envelope with the bid number clearly visible on the outside. Bids must be time stamped in the Purchasing Department no later than 2:00 P.M. on date due. Faxed or e-mailed bids will not be accepted.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letterform, signed by bidders and attached to the bid.

2. **NO BID:** If not submitting a bid, respond by returning one copy of this form, marking it "No Bid" and explain below the reason. Note: A bidder, to qualify as a respondent, must submit a "No Bid" and same must be received no later than the stated bid opening date and hour.

Reason for No Bid: _____

3. **PRICES QUOTED:** Deduct rate discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the Unit Price quoted will govern. **All prices F.O.B. 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 line will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

- a) **TAXES:** The School Board of Martin County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is as shown on the 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 improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instruction pertaining to suppliers and services. Failure to do so will be a bidder's risk.
- c) **CONDITION 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 their bid.) All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.
- e) **BIDDER'S CONDITIONS:** The Board specifically reserves the right to reject any conditional bid.

4. EQUIVALENTS: If bidder offers makes of equipment or brands of supplies other than those specified in the following bid form, he must so indicate on his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer. **Brand Names:** Catalog numbers manufacturer's and brand names, when listed, are informal guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

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 specifications and **MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.**

Lacking any written indication of intent to quote an alternate brand or model number, the bid will be considered as a quotation in complete compliance with the specifications as listed in the bid form.

5. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications, items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in all departments being advised not to do business with vendor.

6. SAMPLES: Samples of items, when required must be furnished free of expense. If not destroyed they will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within 30 days after bid opening. All samples will be disposed of after 30 days. 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 office of Purchasing Department of the School Board of Martin County, Florida, 2845 SE Dixie Highway, Stuart, FL. 34997-5037.

7. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), indicate 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.

8. INTERPRETATIONS: Any questions concerning conditions and specifications should be submitted to the Department of Purchasing no later than three (3) working days prior to the bid opening.

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

10. PUBLIC ENTITY CRIMES: The following statement informs you of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, any may not transact business with any public entity in excess of the threshold amount provide in Section 287.017, for CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST."

11. BID OPENING: Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall be returned unopened.

12. ADVERTISING: In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.

13. INSPECTION, ACCEPTANCE, & TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title to/risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage result from negligence by the buyer. If the materials or services supplied to the Board are found to be defective or not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return product at bidder's expense.

14. PAYMENT: Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced.

15. CONFLICT OF INTEREST: The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Martin County, Florida. Further, all bidders must disclose the name of any Board employee who owns, directly, or indirectly, an interest of five per cent (5%) or more in the bidder's firm or any of its branches.

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

17. LEGAL REQUIREMENTS: Federal, State, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

18. PATENTS & ROYALTIES: The bidder, without exception, shall indemnify and save harmless The School Board of Martin County, Florida and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Martin County, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

19. OSHA: The bidder warrants that the product supplied to The School Board of Martin County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

20. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

21. ANTI-DISCRIMINATION: 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, religion, disability, national origin, sex or martial status.

22. QUALITY: All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

23. LIABILITY, INSURANCE, LICENSES AND PERMITS: Where bidders are required to enter or go onto School Board property to deliver materials or perform work or services as a result of a bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The bidder shall be liable for any damages or loss to the Board occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of their bid.

24. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE: 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 acceptance of bid, the Board will notify the successful bidder to submit a Performance Bond and Certificate of Insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.

25. DEFAULT: In the event of default on a contract, the successful bidder shall pay to the Board, as liquidated damages an amount equal to 25% of the unit price bid, times the quantity (or) \$50.00, whichever amount is larger in the event of default on a contract, the successful bidder shall pay all attorney's fees and court costs incurred in collecting any liquidated damages.

26. CANCELLATION: In the event any of the provisions of this bid are violated by the Contractor, the Superintendent shall give written notice to the Contractor stating the deficiencies and unless deficiencies are corrected with ten (10) days, recommendation will be made to the School Board for immediate cancellation. The School board of Martin County, Florida reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

27. BILLING INSTRUCTIONS: Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted in duplicate to the School Board of Martin County, Florida, Finance Department, 500 East Ocean Blvd., Stuart, FL 34994. Payment will be made within 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

28. NOTE TO VENDORS DELIVERING TO MARTIN COUNTY SCHOOLS WAREHOUSE: Normal receiving hours are Monday through Friday (excluding holidays) 8:00 A.M. to 3:30 P.M. Summer receiving hours, typically mid June to early August, are 7:30 AM to 4:30 PM, Monday through Thursday. This warehouse is located at 2845 SE Dixie Highway, Stuart, Florida 34997.

29. SUBSTITUTIONS: The School Board of Martin County, Florida WILL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded by the School Board. Any substitute shipments will be returned at the bidder's expense.

30. FACILITIES: The Board reserves the right to inspect the bidder's facilities at any time without prior notice.

31. BID ABSTRACTS: Bidder's desiring a copy of bid tabulation may view and download the tabulation at <http://www.demandstar.com>, (subscription required). Bidder may subscribe at the DemandStar site.

SPECIAL TERMS AND CONDITIONS

A1. AS SPECIFIED

A purchase order or blanket purchase order will be issued to the awarded bidder(s) with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified will be replaced and or repaired within a reasonable time by the Bidder at no expense to the District. The awarded vendor/vendors must provide a written proposal for all work incidental to the contract that exceeds \$3000.00. If the proposal price is increased due to additional requirements after district staff has authorized the work, no additional work shall commence until a revised proposal has been approved by MCSD Staff.

At the option of the District, item(s)/services may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product or service that does not conform to the minimum required specifications.

A2 AWARD, MULTIPLE

The District reserves the right to make multiple awards based on the results of this bid. The District will award a primary contract to the lowest responsive, responsible Bidder. The District will give the primary contractor first opportunity to perform all available work. If the District at its sole discretion determines the primary Contractor cannot respond in time or has not submitted a competitive estimate, an alternate contractor may be contacted to perform the required work.

A3. AWARD NOTIFICATION

The successful bidder, if any, will be notified within five (5) days after the bid is awarded by the Board. Bid tabulations with recommended awards will be posted for interested parties on the DemandStar web site and will be available for review at the location where the bids were opened.

B1. BARRICADES AND SIGNS

Contractor shall provide signs, barricades, and/or flashing lights necessary for the protection of the work and the safety of the public.

C1. CANCELLATION, WITH CAUSE

If either product or service does not comply with specifications as stated herein or fails to meet the District's performance standards, the contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

C2. CERTIFICATION, CONTRACTOR

Vendor must hold a Certificate of Competency and show proof by submission with bid response, of a copy of the certificate as a State of Florida or Martin County Certified Contractor. The Certificate of Competency must be in the name of the Bidder shown on the Bid Proposal Page.

C3. CODES AND REGULATIONS, BUILDING AND SAFETY

The vendor must strictly comply with all Federal, State and local building and safety codes.

C4 CODES AND REGULATIONS, FINGERPRINTING

Awarded bidder will comply with all requirements of Fla. Stat. 1012.32 and 1012.465 by completing the fingerprint screening required of the awarded bidder and all of its employees who provide services under this contract. Awarded bidder shall contact the District's Personnel Department at 772/219-1200 ext. 30242 to schedule an appointment for the screening. The fingerprint screening must be completed in advance of the awarded bidder providing any services. The awarded bidder will bear the cost of acquiring the background screening required by Fla. Stat. 1012.32, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the awarded bidder and its employees. Awarded bidder will provide District with a list of its employees. Awarded bidder will update these lists in the event that any new employees are added and awarded bidder agrees that new employees shall be fingerprinted. Awarded bidder agrees that in the event any employee is convicted of a criminal offense, the awarded bidder will notify the District within forty-eight (48) hours.

The parties agree in the event that the awarded bidder fails to perform any of the duties described in the above paragraph, this will constitute a breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Awarded bidder agrees to indemnify and hold harmless the District, its officers and employees from any liability whatsoever resulting from awarded bidder's failure to comply with the requirements of this paragraph or Fla. Stat. 1012.32 and 1012.465.

D1. DEBRIS

Bidder shall be responsible for the prompt and complete removal of all debris which is a result of this contractual service.

I1. IDENTICAL TIE BIDS

Please reference attached drug-free workplace programs statement

I2. INFORMATION/QUESTIONS

Any questions by prospective bidders concerning this "Invitation to Bid" should be directed to **Jeff Carver, Purchasing Manager 2845 SE Dixie Highway, Stuart, Florida 34997, (772) 219-1255, Ext. 204**, who is authorized only to direct the attention of prospective bidders to various portions of the bid so they may read and interpret such for themselves. No employee of the School Board of Martin County 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, shall be communicated to bidders only by written addendum.

SPECIAL TERMS AND CONDITIONS

I3 INSURANCE REQUIRED FOR WORK ON DISTRICT FACILITIES OR SITES

It shall be the responsibility of the successful Bidder to provide evidence of the minimum amounts of insurance coverage to owners representative prior to commencement of any work on district property. Please see enclosed Insurance requirements.

I4 INVOICE INFORMATION, PARTS AND LABOR

Invoices submitted as a result of this Bid must contain the following information. Partial payment for materials and or work received or completed may be made as long as the invoice does not exceed the values of goods and services received and all required documentation is included.

1. Purchase Order or Blanket Order Number.
2. Bid Number
3. All required test reports, and certifications signed by owners representative

L1. LICENSES AND PERMITS

It shall be the responsibility of the successful bidder to obtain, at no additional cost to the District, any and all licenses and permits required to complete this contractual service. A copy of these licenses and permits shall be submitted to the District prior to commencement of work.

M1. MATERIAL SAFETY DATA SHEETS

In compliance with Chapter 442, Florida Statutes, any item delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). 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, corrosivity, 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.

M2. METHOD OF ORDERING (PURCHASE ORDER)

Service shall be ordered via individual purchase order. Invoices must reflect purchase order number.

P1. PAYMENT, UPON COMPLETION OF WORK & RECEIPT OF AFFIDAVITS, RELEASES, REPORTS, ETC.

Payment, partial or full, will not be made until all necessary affidavits, certifications, agency approvals, insurance, inspections, tests, guarantees, and warranties have been submitted and all terms and conditions of this contract have been fulfilled to the satisfaction of the District. Applicable requirements include, but are not necessarily limited to the following:

- A. Compliance affidavits
- B. Manufacturers warranty affidavit
- C. Releases of Lien from all Sub-contractors and materialmen (suppliers)
(sample release attached.)

D. All test/reports, signed by owners representative
Prior to being eligible to receive final payment under this Contract, the Contractor shall furnish the District with substantial proof including a sworn affidavit that all bills for services rendered and materials supplied have been paid.

P2. **POST AWARD MEETING**

Within 3 days after receipt of notification of award of bid, successful bidder (hereinafter referred to as the Contractor) shall meet with owner's representative, Mark Cocco (772) 219-1275, to discuss job procedures and scheduling.

P3. **PRE-BID CONFERENCE**

No pre-bid conference is scheduled at this time.

P4. **PRICING, FIRM PRIOR TO AWARD**

All prices bid shall be effective for a minimum of 90 days after bid opening date, prior to award.

P5. **PROTECTION OF PROPERTY**

The successful Bidder shall at all time guard against damage or loss to the property of the District or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his agents. The Bidder shall also be responsible for the protection of his own equipment, supplies, materials and work, against any damage resulting from the elements (such as flooding, by rainstorm, wind damage, vandalism or other acts of God).

Q1. **QUALIFICATION OF BIDDERS, SERVICE/CONSTRUCTION**

This bid shall be awarded only to a responsible bidder, qualified to provide the work specified. The bidder shall submit the following information with his proposal:

- A. Experience record showing the bidder's training and experience in similar work.
- B. List and brief description of similar work satisfactorily completed with location, dates of contracts, names and addresses of owners.
- C. List of equipment and facilities available to do the work.

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the District in response to another Invitation to Bid shall not satisfy this requirement.

R1. **REQUIRED SUBMITTALS**

The following items **must be submitted**, and must be acceptable, in order for your bid to be considered.

- A) Vendors are required to submit a brief **history of their company**. Vendors shall also submit the names, addresses, phone numbers, and contact persons of at least three local businesses that currently utilize their firm's services.
- B) Vendors shall submit, product **specification** if bidding products other than those identified in the bid
- C) Copy of current **license(s)** in the name of the firm submitting the bid.
The submittals requested shall be included with the bid response. Failure to include required submittals may be cause for rejection of your bid.
- D) Vendors are required to submit a copy of their disaster plan.

R2. **RIGHT TO TERMINATE**

In the event that any of the provisions of the contract are violated by the successful bidder, the District shall serve written notice upon such bidder of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. The liability of the bidder for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

S1. **SAFETY REGULATIONS, GROUNDING OF ELECTRICAL EQUIPMENT**

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

S2. **SEALED BIDS**

One copy of the Bid must be completed and returned with all required submittals. The "Bidder Acknowledgement", (first page of the bid), Bid proposal Form(s) and any addition documents requiring signatures must be executed and submitted with this bid. Samples/product specifications may be submitted prior to the bid opening but must be clearly marked.

S3. **SECURITY OF WORK SITE**

The successful Bidder shall at all times guard against damage or loss to the property of the District and injury to its employees or the public. The Bidder shall properly fence and secure the construction site(s) at all times, including evenings and weekends. The Bidder must, at all times, comply with State of Florida and OSHA safety regulations.

V1. VENDOR REQUIREMENTS

If the vendors shall issues multiple invoices for the work, based on percentage completion the invoices shall show, at a minimum, the materials used and work complete as of the date of the invoice. All invoices must be accompanied by the required documentations including a signed verification of satisfactory completion by the owners representative.

W1. WARRANTY FOR SPECIFIED PERIOD

The successful Bidder shall fully warranty all products, systems and applications furnished hereunder against defect in materials and/or workmanship for a period of two years from date of completion and acceptance by the District. Should any defect in materials or workmanship, excepting ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the District, immediately upon written notice from the Director of Purchasing or his designee.

DISCLOSURES AND COMPLIANCE ASSURANCE REQUIRED BY LAWS, EXECUTIVE ORDERS, REGULATIONS AND POLICIES GOVERNING THIS PROCUREMENT OR PROGRAM

DISCLOSURE OF FEDERAL PARTICIPATION

Section 8136 of the Department of Defense Appropriations Act (Stevens Amendment), enacted in October 1988, requires that, "when issuing statements, press releases for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state:

- (1) the percentage of the total cost of the program or project which will be financed with Federal money; and
- (2) the dollar amount of Federal funds for the project or program."

For this project, the percentage of Federal money is currently estimated to be 0%, or \$0. Service may, in the future, be funded in whole or in part by money receive from State or Federal grants.

PATENTS COPYRIGHTS AND RIGHTS IN DATA

The awarded bidder/contractor must comply with all Federal State and Local, (awarding agency) requirements and regulations pertaining to: reporting, patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract, and copyrights and rights in data.

ACCESS TO RECORDS

The awarded bidder/contractor must provide access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract/purchase for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records shall be for three years after grantees or sub grantees make final payments and all other pending matters are closed.

CONTRACT WORK HOURS AND SAFETY STANDARDS

The awarded bidder/contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

CLEAN AIR ACT

The awarded bidder/contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

ENERGY POLICY AND CONSERVATION

The awarded bidder/contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

HATCH ACT, POLITICAL ACTIVITIES OF EMPLOYEES

The Awarded bidder/contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324 – 7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

DEBARMENT AND SUSPENSION

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and awarded bidder/contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Awarded bidder/contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

CANCELLATION, WITH CAUSE

If product, service or required assurance documentation does not comply with specifications, terms, and conditions as stated herein or fails to meet the District's performance standards, the awarded bidder/contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Cancellation in this manner may result in suspension of the Contractor from the bidders list for a period of up to 3 years.

GENERAL ASSURANCE

The Awarded bidder/contractor will comply with all applicable requirements of all other Federal, State, and Local laws, Executive Orders, regulations and policies governing this service.

END OF SPECIAL CONDITIONS

1.0 SCOPE OF WORK/GENERAL CONDITIONS

Successful bidder/bidders shall furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing, permits, parts, and equipment necessary for installation, repair, purchase, consultation and/or troubleshooting of **Air Conditioning Systems, HVAC Systems, and various Refrigeration Systems** in compliance with federal, state, and local codes and Department of Education's Chapter 6A2, State Requirements for Educational Facilities(SREF)=latest edition, Florida Administrative Code (FAC). **An initial Term Contract will be awarded for a three (3) year term with 2 renewal options of one year each.** The contractor shall not proceed with any project until a written purchase order has been received. If the contractor determines additional work beyond scope of original project is required the contractor must obtain prior written approval on all costs before any additional work is started.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner. The 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 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 be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site. Contractor shall be responsible for correction/replacement, according to local codes and School 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.

Contractor shall be responsible for protection of all tools equipment, signs, barricades, etc. at the work site. The District assumes no responsibility for acts of theft or vandalism which may occur while contractor's equipment is located on any School District site.

BID PROPOSAL

BID SUMMARY SHEET

THE UNDERSIGNED BIDDER, having familiarized themselves with the specifications in the Invitation to Bid, and all laws, regulations and other factors affecting performance of the work, and having satisfied themselves of the expense and difficulties attended in the performance of a contract.

HEREBY PROPOSES AND AGREES, in this **BID NO. 1012-0-2008JC** that the Bidder hereby accepts all terms and conditions as stated herein, and shall enter into a Contract to perform for the following price.

Price Proposal	
Description of Service	Price Per Hour
Supervisor during normal Business Hours 7:30 AM - 4:30 PM	
Supervisor during nights, weekends. and holidays	
Licensed Journeyman during normal Business Hours 7:30 AM - 4:30 PM	
Licensed Journeyman during nights, weekends. and holidays	
HVAC Controls Technician During Normal Business Hours 7:30 AM - 4:30 PM	
HVAC Controls Technician During nights, weekends and holidays	
Apprentice during normal Business Hours 7:30 AM - 4:30 PM	
Apprentice during nights, weekends. and holidays	

Fixed percentage discount off manufactures list price on Parts/Materials _____%

***Pricing for goods or services not specifically requested may be included as attachments to bids.**

BID PROPOSAL

Does your firm have a location/office/facility in Martin County? YES _____ NO _____

Address: _____

REQUIRED SUBMITTALS

- Brief company history, names, addresses, phone numbers, and contacts for three local businesses currently utilize firm's services.
- Specifications of any alternate products.
- Qualification of Bidders information
- Certificate of Competency
- Warranty Information

QUESTIONS:

- Is Qualification of Bidders information included, per Term and Condition #Q1 Yes _____ No _____
- Is Certificate of Competency included, per Term and Condition #C2 Yes _____ No _____
- Is Information/descriptive literature included per Term and Condition #I2 Yes _____ No _____
- Is Warranty Information included, per Term and Condition #W1 Yes _____ No _____
- Is the Drug-Free Workplace Form attached? Yes _____ No _____

Bidder understands that the District reserves the right to reject all Bids and to waive any informality in bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids, prior to award.

Payment Terms: Net 30 days

Company Name: _____

Address: _____

Telephone: _____ Fax _____

E-mail address: _____

By (Signature): _____ **Date:** _____

Name (Printed): _____ Title: _____

BID PROPOSAL

DRUG-FREE WORKPLACE

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business'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 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 work place no later than 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.

VENDOR'S SIGNATURE

BID PROPOSAL

MARTIN COUNTY SCHOOL DISTRICT'S INSURANCE REQUIREMENTS

PROOF OF THE FOLLOWING INSURANCE WILL BE FURNISHED BY THE SUCCESSFUL BIDDER BY **CERTIFICATE OF INSURANCE**, WHICH NAMES MARTIN COUNTY SCHOOL BOARD AS ADDITIONAL INSURED (NOT CERTIFICATE HOLDER). SUCH CERTIFICATE MUST CONTAIN A PROVISION FOR NOTIFICATION OF THE BOARD TEN (10) DAYS IN ADVANCE OF ANY MATERIAL CHANGE OR CANCELLATION.

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$300,000
PERSONAL/ADVERTISING INJURY	\$300,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$300,000
GENERAL AGGREGATE	\$600,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$ 5,000 ANY 1 PERSON

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$300,000 PER PERSON/\$1,000,000 PER ACCIDENT

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS.

THE SUCCESSFUL BIDDER AGREES, BY ACCEPTING THE AWARD OF THE BID, TO THE FOLLOWING "**HOLD HARMLESS AGREEMENT**":

DURING THE TERM OF THIS BID THE VENDOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA, ITS AGENTS, SERVANTS, AND EMPLOYEES FROM ANY AN ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, REASONABLE INVESTIGATIVE AND DISCOVERY COSTS, COURT COSTS, AND ALL OTHER SUMS WHICH THE BOARD, ITS AGENTS, SERVANTS, AND EMPLOYEES MAY PAY OR BECOME OBLIGATED TO PAY ON ACCOUNT OF ANY, ALL AND EVERY CLAIM OR ACTION FOUNDED THEREON, ARISING OR ALLEGED TO HAVE ARISEN OUT OF THE PRODUCTS, GOODS OR SERVICES FURNISHED BY THE VENDOR, THEIR AGENTS, SERVANTS, EMPLOYEES OR ANY OF THEIR EQUIPMENT WHEN SUCH PERSON OR EQUIPMENT ARE ON THE PREMISES OWNED OR CONTROLLED BY THE BOARD FOR THE PURPOSE OF PERFORMING SERVICES, DELIVERING PRODUCTS OR GOODS, INSTALLING EQUIPMENT OR OTHERWISE TRANSACTING BUSINESS, WHETHER SUCH CLAIMS BE FOR DAMAGES, INJURY TO PERSON OR PROPERTY, INCLUDING THE BOARD'S PROPERTY, OR DEATH, OF ANY PERSON, GROUP OR ORGANIZATION, WHETHER EMPLOYED BY THE VENDOR OF THE BOARD OTHERWISE.

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: **Purchasing Department, School District of Martin County, 2845 SE Dixie Hwy, Stuart, FL 34997.** (Please print or type, except signature)

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

(9 Digit Please)

CONTACT PERSON: _____ TELEPHONE: _____

We, the undersigned, have declined to bid on your bid No. 1012-0-2008/JC

For a TERM CONTRACT FOR INSTALLATION, REPAIR and/or PURCHASE OF AC SYSTEMS, HVAC SYSTEMS, and VARIOUS REFRIGERATION SYSTEMS because of the following reasons:

_____ We do not offer this product or the equivalent.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other. (Specify below)

REMARKS: _____

SIGNATURE: _____ DATE: _____