

# Palm Beach State College

## INVITATION TO BID

ITB #16/17-03

**Title: Underground Chilled Water Connection CMB#1 and CMB#2 Lake Worth Campus**

Date: August 15, 2016

To: All Submitters

From: Procurement Director

You are invited to submit sealed bids subject to the terms, conditions, and specifications contained herein and are hereby made part of this request.

- All bids must be executed and submitted in a sealed envelope.
- Faxed bids will not be accepted.
- The face of the envelope shall state "Invitation to Bid #16/17-03"
  - the bid name "Underground Chilled Water Connection CMB#1 and CMB#2"
  - the company name
  - delivered to:

### **Purchasing**

Palm Beach State College  
4200 Congress Avenue, Building PS100 (MS #27)  
Lake Worth, FL 33461

- All bids must be received at the address above no later than 2:00 PM local time, September 12, 2016.
- Bids will be opened publicly at that time.
- Bids received after this date and time will not be considered for award.
- Bids will not be evaluated at this time.
- The evaluation dates are noted in this document.

In order to insure uniformity, all bids must be submitted on the enclosed forms or exact photo copies and signed by an authorized representative of the company submitting the bid. Bids not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

Direct all inquiries regarding this Invitation to Bid (ITB) to the Purchasing department, in writing, by e-mail: [purchasing@palmbeachstate.edu](mailto:purchasing@palmbeachstate.edu)

All inquiries, with responses, will be made available to all bidders on an equal basis without prejudice.

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## SECTION A - GENERAL CONDITIONS

**SEALED BIDS:** All bid sheets and forms must be executed and submitted in a sealed envelope. Do not include more than one bid per envelope. Bids not submitted on the enclosed form shall be rejected. All bids are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection. It is the sole responsibility of the proposer to deliver the bid to the address contained herein on, or before, the closing hour and date indicated. The College is not responsible for delays with postal delivery nor the normal delay in delivery for internal mail procedures. Palm Beach State College will not be responsible for the inadvertent opening of a bid not properly sealed, addressed or identified.

**DEFINITIONS:** [College] refers to Palm Beach State College. [Proposer] refers to the dealer, manufacturer, contractor, or business organization submitting a bid to the College in response to this request for bid. [Vendor] refers to the dealer, manufacturer, contractor, or business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid. [Proposer] and [Vendor] will be used interchangeably. [Proposer] and [Bidder] may be used interchangeably throughout this document. [Proposal] and [Bid] may be used interchangeably throughout this document.

**EXECUTION OF BID:** Bids must contain a signature of an authorized representative in the space provided on the bid submittal form. If a correction is necessary, draw a single line through the entered figure and enter the correct 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.

**BID OPENING:** Shall be public, at the address indicated, on the date and at the time specified on the bid form. Bids will not be evaluated nor will questions be fielded at the time of opening. The bid opening is to determine the vendor pool only. It is the proposer's responsibility to assure that the bid is delivered at the proper time and place of the opening. Bids received after the date and time will be retained, unopened, for the record. Bids by fax, email or telephone will not be accepted.

**PRICES, TERMS and PAYMENT:** Firm prices shall be quoted, which includes all packaging, handling, shipping charges and delivery to the destination shown herein. No change orders will be provided to the vendor for site conditions that Vendor could have determined upon a reasonable inspection or is otherwise known to exist as common knowledge within the industry.

**COMMENCEMENT OF WORK/SHIPMENT.** No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.

**EVALUATION OF BIDS:** The evaluation committee intends to recommend to Palm Beach State College Board of Trustees to authorize College administration to award a contract with the proposer, or proposers that represents the best value to the College and/or best meets the Colleges needs as determined solely by the College.

**TAXES:** The College does not pay sales taxes on direct purchases of tangible personal property. Do not include these items on invoices. See exemption number on face of purchase order. Exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192 F.S.

**AWARDS:** In the best interest of the College, the College reserves the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. The College also reserves the right to make

awards to one, or more, vendors based upon the recommendations of the evaluation committee.

**MISTAKES:** Proposers are expected to examine the technical specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk. In case of mistake in extension, the unit price will govern.

**DISCOUNTS:** If applicable, proposers are encouraged to reflect cash discounts in unit prices quoted. Proposers may offer a cash discount for prompt payment; however, discounts for less than 30 days will not be considered in determining the lowest net cost for bid evaluation purposes. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

**COSTS:** The College is not liable for any costs incurred by a proposer in responding to this Solicitation, including those for presentations, when applicable.

**CLARIFICATION/CORRECTION OF BID ENTRY:** The College reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

**UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

**SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under, Florida Building Code 2010, ASCE 7-10, NFPA, NEC FCC, BICSI, TIA/EIA, IEEE, NEMA, ASTM, and UL standards. Failure to comply with the condition will be considered as a breach of contract.

**FREIGHT TERMS:** If applicable, all goods will be delivered F.O.B. Palm Beach State College Central Receiving 4200 Congress Avenue Lake Worth, FL 33461 unless otherwise specified.

**PAYMENT:** Payment will be made by the College after the items awarded to a vendor have been received, installed, inspected and tested, and found to comply with award specifications, applicable building code / Florida Statute, damage /defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the bid. An original invoice should be submitted. Failure to follow these instructions may result in a delay in processing invoices for payment. In addition, the purchase order number should appear on bills of lading, packages, cases, delivery lists and correspondence.

**DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified.

**MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any items(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Proposer shall submit with his bid, cuts, sketches, descriptive literature, and complete specifications. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous bid will not satisfy this provision. Bids that do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be considered incomplete with the specifications as listed on the bid form.

**CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee or relative of the Palm Beach State College. Further, all proposers must disclose

the name of any employee or family member thereof, who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the College for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the College shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the College. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this Solicitation.

**ADDITIONAL QUANTITIES:** If applicable, the College reserves the right to acquire additional quantities at the prices quoted in this invitation. If additional quantities are not acceptable, the bid sheets must note: For Specified Quantity Only.

**SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to performance of this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided

**NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. 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 Solicitation and/or purchase order may result in proposer being found in default in which event any and all procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in the supplier's name being removed from the vendor pool.

**SAMPLES:** Samples of items, when required, must be furnished free of expense, on or before Solicitation opening time and date, and if not destroyed by testing may, upon request, be returned at the proposer's expense. Each individual sample must be labeled with the proposer's name, manufacturer's brand name and number, Solicitation number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your bid. If return instructions are not received with the bid, the commodities shall be disposed of by the College.

**PURCHASES BY OTHER ENTITIES: (If Applicable)** With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other colleges, universities, school boards, political subdivisions, or state agencies. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation as provided in State Board of Education Rule 6A- 14.0734(2)(d).

**PUBLIC RECORD LAW:** Any material submitted in response to this Solicitation will become a public document pursuant to Section 119.07, F.S. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the contract resulting from this Solicitation.

**GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed that necessitate alteration of material, quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the successful proposer to notify the College at once, indicating in their letter the specific regulation which required an alteration. The College reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the College.

**LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all bids

received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Solicitation response hereto and the College by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

**LIABILITY:** The vendor shall hold harmless the College, its officers, agents and employees from liability of any kind in the performance of the Solicitation and resulting contract.

**ASSIGNMENT:** Any Purchase Order issued pursuant to this Solicitation invitation and the moneys which may become due hereunder are not assignable except with the prior written approval of the College.

**EMPLOYMENT OF ALIEN WORKERS:** The College will comply with all aspects of Section 274A of the Immigration and Nationality Act. We will not knowingly engage with a company that does not adhere to these regulations and it is the obligation of the proposer to disclose any violation of such law to the College.

**AVAILABILITY OF FUNDS:** The obligations of the College under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

**CONTRACT:** Vendor agrees to be bound by the terms and conditions of this Solicitation and acknowledges that it must successfully negotiate a contract to be the awardee of this Solicitation. College reserves the right to negotiate a contract with an alternative respondent if a contract is not entered within 30 days of negotiations unless extended by the College.

**PUBLIC MEETING NOTIFICATION:** All meetings to judge and/or evaluate this solicitation or to make recommendations for award are held in strict compliance with Florida Statutes as they pertain to Florida in the Sunshine regulations. All meetings are fully open to all proposers as well as the public at-large.

**INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the College.

**CONSORTIUM PURCHASE:** When a Solicitation is issued on behalf of a consortium, prices shall be F.O.B., Ordering Institution address. Invoices shall be delivered to the Institution placing the order unless otherwise stated.

**ADDENDA:** All addenda to this Solicitation will be posted to the Palm Beach State College Purchasing web page containing the original solicitation.

<http://www.palmbeachstate.edu/purchasing/competitive-solicitations.aspx>

**PRE-DECISION DISCUSSIONS:** Any discussion by the proposer with any employee or authorized representative of the College involving bid information occurring before or after the bids are opened and prior to the posting of the recommended award will result in the rejection of that bid.

**STATE LICENSING REQUIREMENT:** All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the College shall be on file and in good standing with the State Of Florida's Department of Management Services.

**DISPUTES:** In case of any doubt or difference of opinion as to the specifications, equivalent products, or items to be furnished here under, the decision of the College shall be final and binding on both parties.

**PUBLIC ENTITY CRIME INFORMATION STATEMENT:** All invitations to bid as defined by Section 287.012(11), Florida Statutes, requests for bids as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons 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 a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list."

**RETENTION OF RECORDS:** Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any contract resulting from this Solicitation for a period of five (5) years. Copies of all records shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes. Documents must be retained by contractor within the State of Florida at an address to be provided, in writing, to the College within 30 days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. The contractor will cooperate with the College to facilitate the duplication and transfer of any said records or documents during the required retention period. The contractor shall inform the College of the location of all records pertaining to the contract resulting from this Solicitation and shall notify the College by certified mail within ten (10) days if/when the records have been moved to a new location.

**ANTI-DISCRIMINATION CLAUSE:** 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, and the implementing rules and regulations provided by the Secretary of Labor are incorporated herein.

**PROTECTION OF WORK, PROPERTY AND PERSONNEL.** The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such is caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.

**DISCRIMINATORY VENDOR'S LIST:** Any entity or affiliate who has been placed on the Discriminatory Vendors List as maintained by Florida Department of Management Services may not submit a bid to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

**AMERICANS WITH DISABILITIES ACT:** The contractor shall comply with the Americans with Disabilities Act. In the event of the contractor's non-compliance with the non-discrimination clauses of the Americans with Disabilities Act, or with any other such rules, regulations or orders, any contract resulting from this Solicitation may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts

**SUBCONTRACTORS:** The proposer is fully responsible for all work performed under the Contract resulting from this Solicitation. The proposer may, upon receiving prior written consent from the College's Procurement Director, enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the proposer enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the proposer of any responsibility for the performance of its duties, including any and all liabilities that may arise out of the subcontractor's work related to the project. All payments to subcontractors shall be made by the proposer. The College may reject any and all subcontracts.

**REJECTION OF BIDS:** The College may reject any and all bids not meeting mandatory

responsiveness requirements, which include terms, conditions or requirements that must be met by the proposer to be responsive to this Solicitation. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of the bid. In addition, the College may reject any or all bids containing material deviations. Any bid rejected for failure to meet mandatory responsiveness requirements will not be reviewed. College reserves the right to reject all responsive bids at any time if it is in the Colleges best interest determined at the sole discretion of the College

**INSURANCE REQUIREMENTS:** When performing a service, construction work or any type of installation is required on College property, the successful vendor is required to supply a Certificate of Insurance naming Palm Beach State College and its District Board of Trustees as additional insured evidencing coverage during the period the vendor is providing services per the following: 1. Workers compensation and employee's liability in accordance with the laws of the State of Florida. 2. General Liability, minimum of \$1,000,000 per Occurrence and \$2,000,000 Aggregate. 3. Property damage liability, minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate. 4. Umbrella liability with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate. 5. Contingent coverage for sub-contractors for liability at the site. The bidder must list any sub-contractor that will perform work under this bid. The Certificate of Insurance must be provided to the College prior to the commencement of any work.

**BID INQUIRIES:** The proposer may examine this Solicitation to determine if the College's requirements are clearly stated. If there are any requirements that restrict competition, the proposer may request, in writing, to the College that the specifications be changed. The proposer that requests changes to the College's specifications must identify and describe the proposer's difficulty in meeting the specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Proposer's failure to request changes shall be considered to constitute proposer's acceptance of the specifications. The College shall determine what changes to this Solicitation shall be acceptable to the College. If required, the College shall issue an addendum reflecting the acceptable changes to this Solicitation, which shall be available to all proposers in order that all proposers shall be given the opportunity of proposing to the same specifications

**VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any College employee. Only those communications that are in writing from the College's Procurement Director identified in this Solicitation shall be considered a duly authorized expression on behalf of the College. Only communications from the proposer's representative that are in writing and signed will be recognized by the College as duly authorized expressions on behalf of the proposer.

**TERMINATION AT WILL:** The Contract resulting from this Solicitation may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

**INCLUSION OF SUPPORTING DOCUMENTS:** All those submitting sealed replies in response to this Request for Bid understand that the Solicitation document, the sealed reply, and all documents and/or materials represented in presentation to the committee shall be a complete record and shall be included in the final contract.

**PROPOSED RULES FOR WITHDRAWAL:** A submitted bid may be withdrawn by submitting a written request for its withdrawal to the College, signed by the proposer/contractor, prior to the bid opening date.

**BID PUBLIC RECORD.** Respondent acknowledges that all information contained within their bid is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.

**GOVERNING LAW.** This solicitation, and any award(s) resulting from same, shall be governed by and



construed under the laws of the State of Florida and must have venue established in Palm Beach County, Florida or the United States Court of the Southern District of Florida.

**SOLICITATION and ADDENDA.** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addendum. No submissions made after the bid opening, amending or supplementing the bid shall be considered.

**DEFAULT and LITIGATION COSTS.** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default as allowable by law.

**SITE VISITS/INSPECTIONS.** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.

**INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to Palm Beach State College Procurement Director by email according to the bid schedule in Section II. Inquiries must reference the date of Solicitation opening and Solicitation number

**EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES.** For the purposes of this Bid, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the college shall be given top priority for use by the bidder's resources, and bidder shall make available to the college all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.

**FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY.** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. The foregoing shall constitute the contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.

**SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time work can resume, or (2) terminate the contract, or (3) extend the period of suspension.

**PROTESTING OF CONDITIONS/SPECIFICATIONS.** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a

notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the College administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the College administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Purchasing Department PS100 Bldg., MS 27, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.

**PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS.** Award Recommendations and Tabulations will be posted in the Purchasing Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Purchasing Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Purchasing Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the College administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the College administration is closed, the formal written protest must be received on or before 5:00 p.m. local time of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the College administration is closed. No submissions made after the bid opening amending or supplementing the bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the contractor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative

Hearing process and any appellate court proceedings, the College prevails, and then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

- a. Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, at Purchasing Department PS 100 Bldg., MS 27, 4200 Congress Avenue, Lake Worth, FL 33461. Fax filing will not be acceptable for the filing of bonds.

**PREFERENCE TO FLORIDA BUSINESS:** In accordance with Florida Statute 287.084, if this solicitation is for personal property, then a preference of at least five percent (5%) (see below) must be provided to businesses that have a principle place of business in the State of Florida. Vendors whose principal place of business is outside the State of Florida must submit a written opinion of an attorney as required in 287.084(2). The written opinion is only required if this solicitation is for personal property. The statute is reprinted here for your convenience:

287.084 Preference to Florida businesses.—

(1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.

(b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.

(c) As used in this section, the term “other political subdivision of this state” does not include counties or municipalities.

(2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.

(3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.

(b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

History.—s. 1, ch. 77-460; s. 117, ch. 79-400; s. 215, ch. 95-148; s. 3, ch. 95-420; ss. 16, 53, ch. 99-228; s. 6, ch. 2000-340; s. 23, ch. 2002-207; s. 14, ch. 2012-32.

1Note.—Section 25, ch. 2012-32, provides that:

“(1) The executive director of the Department of Revenue is authorized, and all conditions are

deemed met, to adopt emergency rules under ss. 120.536(1) and 120.54(4), Florida Statutes, for the purpose of implementing this act.

“(2) Notwithstanding any provision of law, such emergency rules shall remain in effect for 6 months after the date adopted and may be renewed during the pendency of procedures to adopt permanent rules addressing the subject of the emergency rules.”

## SECTION B – PROJECT DESCRIPTION AND SPECIFICATIONS

**B1. PROJECT SUMMARY**

Palm Beach State College is requesting bids for the installation of an underground chilled water connection between College Maintenance Building #1 and College Maintenance Building #2 on the Lake Worth Campus. **NOTE: This Invitation to Bid requires attendance at a Pre-bid meeting held on August 24, 2016.**

**B2. SCHEDULE:**

This invitation to bid will be governed by the following schedule:

Release of Invitation to Bid	August 15, 2016
<b>Mandatory Pre-bid Meeting and Site Visit</b>	<b>August 24, 2016 9 a.m.</b> local time <a href="#">Room CE 119, Lake Worth Campus</a>
Deadline for Written Questions*	August 29, 2016
Answers to Questions posted on Palm Beach State College Purchasing website <a href="http://www.palmbeachstate.edu/purchasing/competitive-solicitations.aspx">http://www.palmbeachstate.edu/purchasing/competitive-solicitations.aspx</a>	September 1, 2016
<b>Bids Due:</b> PBSC Purchasing Department Building PS100 (MS#27) 4200 Congress Ave. Lake Worth, FL 33461	<b>September 12, 2016 2 p.m.</b> local time opening will follow immediately in <a href="#">Purchasing Conference room, PS100</a>
Evaluation/screening of bids	September 13, 2016 thru September 16, 2016
Award date: Scheduled to be officially awarded by the PBSC District Board of Trustees	October 11, 2016

\***Questions:** Questions can be submitted using the form in Appendix D and must be submitted via email to [purchasing@palmbeachstate.edu](mailto:purchasing@palmbeachstate.edu) by August 29, 2016.

**B3. CONTRACT TERM:**

This is a single project. The scheduling of this project will be completed by the Palm Beach State College Facilities Department with the contractor selected and will be based on the total calendar days as submitted by the contractor on the Bid Submittal Form as well as with consideration of other college activities.

**B4. PROJECT SPECIFICATIONS**

The Permit set specifications and drawings can be downloaded from:

[CD-PERMIT\\_01-0001-HVAC-2016\\_3-21-2016](#)

[CD-PERMIT-SPECS\\_01-0001-HVAC-2016\\_3-21-2016](#)

# SECTION C - INSTRUCTIONS AND INFORMATION

## C1. PROCESS FOR SUBMITTING BIDS

### Each submission must contain the following completed forms:

- (a) Submission Response Form (Appendix A) – Please complete the form, sign it, and include in submittal.
- (b) Bid Submittal Form (Appendix B) - Please complete the form, sign it, and include in submittal.
- (c) Company Overview, Licenses, and References (Appendix C) - Must Be Included with Bid

### Packaging of Bid

The bid must be plainly identified as:

Name of Proposing Company

**ITB Number: 16/17-03 Underground Chilled Water Connection CMB#1 and CMB#2  
Lake Worth Campus**

**Due: September 12, 2016 no later than 2:00 p.m.**

Palm Beach State College  
Purchasing Dept. Building PS100 (MS#27)  
4200 Congress Avenue  
Lake Worth, FL. 33461

Outer mailing boxes, envelopes, containers, etc., must display the ITB number. This includes outer carrier boxes and labels. Palm Beach State College will not be held responsible for bids that are misdirected or mishandled because of the omission of this number.

It is the prospective contractor's responsibility to verify they have received all released addenda as well as questions and answers for this solicitation. By submitting a bid for this request, the contractor verifies to Palm Beach State College that all supplemental materials including any addendums and/or questions and answers have been received by the contractor.

### Number of Bid Copies

Submit an original and 1 PDF copy on a USB drive.

## C2. AWARD

The bid will be awarded to the overall lowest, qualified, responsible bidder. All bid recommendations are not final until action is taken by the Palm Beach State College District Board of Trustees.

# APPENDIX A - SUBMISSION RESPONSE FORM

Purchasing Department  
 Palm Beach State College  
 4200 Congress Avenue MS#27 PS-100  
 Lake Worth, FL 33461

This is to certify that I (authorized representative) have read and understood the terms, conditions, specifications and other instructions contained in this Request, and further, that the items of materials and/or services rendered do meet minimum specifications set forth in this Invitation.

I further certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or persons submitting a bid for the same materials, supplies, or equipment and is in all respect fair and without collusion or fraud. I agree to abide by all conditions of this request and certify that I am authorized to sign this bid for the bidder.

**ITB 16/17-03 Underground Chilled Water Connection CMB#1 and CMB#2 Lake Worth Campus**

<b>Vendor Name</b>	
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<b>Bidding As (Check One)</b>	<b>Corporation</b>	<b>Individual</b>	<b>Other (Explain)</b>
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<b>Address</b>	
----------------	--

<b>City</b>		<b>State</b>		<b>Zip Code</b>	
-------------	--	--------------	--	-----------------	--

<b>Telephone</b>		<b>Fax</b>	
------------------	--	------------	--

<b>Email</b>	
--------------	--

<b>Representative Name</b>	
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<b>Representative Title</b>	
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<b>Signature</b>	
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# APPENDIX B – BID SUBMITTAL FORM

**Bid Submittal Form: Underground Chilled Water Connection Issued: 8/15/16**

1. Type of Solicitation: Sealed 'Invitation to Bid' (ITB)
2. Solicitation No. ITB #16/17-03
3. Project: Underground Chilled Water Interconnection between buildings CMB#1 and CMB#2 on the Lake Worth Campus of Palm Beach State College.
4. **Bids are due by 2pm on Monday, September 12, 2016 at Palm Beach State College, Purchasing Department, Building PS100 (MS#27), 4200 Congress Ave., Lake Worth, FL 33461**

All bids are deemed to include all provisions of this ITB, specifications and drawings.

5. **Name and address of bidder:**

\_\_\_\_\_

\_\_\_\_\_

**Contact person and Tel. No.** \_\_\_\_\_

6. **Required data:** State of Florida License No. \_\_\_\_\_  
 TAX/EIN I.D. \_\_\_\_\_

7. **Name of Insurance Co., contact person, and telephone number.**
- \_\_\_\_\_

8. By signature hereto, the bidder agrees to perform the work required by the drawings and specifications included in ITB #16/17-03 for the amount bid and in the timeframe provided. By signature, bidder also acknowledges receipt of all amendments (if any) as issued by Palm Beach State College to ITB #16/17-03.

**Bid Amount**

**Materials** ..... \$ \_\_\_\_\_

**Labor** ..... \$ \_\_\_\_\_

**Total Project Bid** ..... \$ \_\_\_\_\_

**Total Calendar Days to Complete Project** \_\_\_\_\_

By: \_\_\_\_\_  
 Printed Name and Title of Authorized Representative of Bidder

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_  
 Authorized Representative of Bidder

# APPENDIX C – COMPANY OVERVIEW, LICENSES, REFERENCES

Company Overview:

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Licenses:

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References:

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## APPENDIX D – FORM FOR SUBMITTING WRITTEN QUESTIONS

Written Questions for ITB No.	<b>16/17-03</b>
ITB Title	<b>Underground Chilled Water Connection CMB#1 and CMB#2 Lake Worth Campus</b>
Company Name	
Date	
Deadline for Questions	<b>August 29, 2016</b>

Type your questions in the section below. Leave the answer section blank. You are not limited to 10 questions. All questions should be sent via email to: [purchasing@palmbeachstate.edu](mailto:purchasing@palmbeachstate.edu) before the deadline.

	Questions	Answers [leave blank]
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**APPENDIX F - STATEMENT OF NO BID**

ITB No.	<b>16/17-03</b>
ITB Title	<b>Underground Chilled Water Connection CMB#1 and CMB#2 Lake Worth Campus</b>

Palm Beach State College  
Purchasing Department  
4200 Congress Avenue PS 100 Bldg. MS#27  
Lake Worth, FL 33461

Attn: Procurement Director

We, the undersigned, have declined to bid on your bid number **16/17-03** for a(n) **Underground Chilled Water Connection CMB#1 and CMB#2 Lake Worth Campus** for the following reason(s):

- \_\_\_\_\_ We do not offer this product / service.
- \_\_\_\_\_ Our current workload would not afford us the time to devote to your project.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet insurance / bond requirements.

We understand that if the "No Bid" is not executed and returned that our name may be removed from the list of qualified bidders for Palm Beach State College.

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

Signature \_\_\_\_\_

Company Address  
\_\_\_\_\_

Telephone Number \_\_\_\_\_