

North Florida College
BID-NFC-04-2024
Building 8 HVAC Replacement



INVITATION TO BID & PROJECT MANUAL PART I

BID NUMBER: NFC-BID-04-2024
BID NAME: Building 8 HVAC Replacement

BID SPECIFICATIONS: This ITB Specifications Document & Project Manual Part I prescribes the requirements for submitting a response to this Invitation to Bid.

NFC CONTACT: Micah Rodgers, Chief Business Officer
DESIGN PROFESSIONAL CONTACT: NBP Engineers, Inc., Susan Day, Project #24045

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1) INVITATION TO BID

North Florida College (NFC) is a public post-secondary educational institute and a political subdivision of the state of Florida. It was established by the Legislature in 1957 and serves the six-county geographic region of the following counties: Hamilton, Jefferson, Madison, Lafayette, Suwannee, and Taylor. The main campus of NFC is located at 325 NW Turner Davis Drive, Madison, Florida 32340.

NFC invites mechanical contractors licensed to do business in the state of Florida to bid as primary bidders on replacing the hydronic fan coil system in Building 8 with a variable refrigerant flow (VRF) system and dedicated outdoor air system on the NFC main campus located at 325 NW Turner Davis Dr., Madison, FL 32340. The bid is open to qualified mechanical contractors as specified in project manual section 01 4000.

This bid is identified as **BID-NFC-04-2024**.

To be considered, bids must be submitted as prescribed in this document.

A Pre-Bid Meeting will be held on November 1, 2024, at 10:00 a.m. at NFC, Building 9, Room 20, 325 NW Turner Davis Drive, Madison, Florida 32340, and a work site visit to Building 8 will follow immediately after the meeting. Potential bidders are strongly encouraged to attend. A site visit is a bid requirement.

Bid Deadline: The deadline for sealed bids, marked on the outside with BID-NFC-04-2024 and the Bidder's name, is **November 15, 2024, by 2:00 p.m. to NFC, Attn: Tyler Coody, Bldg. 3, Rm. 19, 325 NW Turner Davis Dr., Madison, FL 32340**. Bid responses may be hand delivered, sent via U.S. postal service, or via other delivery service. Emailed, faxed, unsealed, improperly identified, late bids, and bids delivered to the wrong location will not be considered. NFC is not responsible for any expense for responding to this invitation to bid, nor for any costs or expenses prior to or outside of a fully executed contract/purchase order. Failure of delivery by hand, delivery service, or U.S. mail to deliver the bid by the deadline to the correct location shall not constitute an extension to the due date and time.

Bid Opening: Bids received by the deadline for submission will be opened in a **Public Meeting** to be held later that same day, November 15, on the Madison Campus in Bldg. 9, Rm. 20 at 2:30 p.m. Bidders are invited to attend but attendance is not mandatory.

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In accordance with the Americans with Disabilities Act, any person requiring special accommodation to attend the public meeting is asked to advise NFC at least 3 days prior to the meeting by contacting NFC at 850-973-9403.

NFC anticipates awarding the bid to a single bidder submitting the lowest and best bid meeting bid specifications. NFC reserves the right to reject any or all bids, to waive any informalities in regards thereto, to rebid or not, and to accept only the bid which is in the best interest of the College.

Points of Contact for Bid: All questions regarding the bid **must** be submitted in writing. Direct questions related to bid processes to Micah Rodgers, Chief Business Officer, via email to procurement@nfc.edu. Direct questions of a technical nature to NBP Engineers via email to sday@nbpengineers.com.

No other persons are authorized to disseminate information regarding this bid. Questions will not be accepted, nor answers provided via phone. Questions will not be accepted, nor answers provided, in person with the exception of questions posed at the Pre-Bid Meeting.

Written questions will be accepted until the deadline listed in the Bid Schedule.

2) BID SCHEDULE

DATE	TIME	EVENT	LOCATION
10-25-24		Invitation to Bid Issued	
10-25-24		Bid Documents Available for Download From NFC Webpage	https://www.nfc.edu/about/Procurement-and-Contracts/index.php
11-01-24	10:00 AM	Prebid Meeting with Worksite Visit to Follow immediately after Meeting	North Florida College Bldg. 9, Rm. 20 325 NW Turner Davis Drive Madison, FL 32340
11-12-24	4:30 PM	Deadline to Submit Questions regarding Bid Process to NFC & Deadline to Submit Technical Questions To Design Professional	procurement@nfc.com sday@NBPEngineers.com
11-13-24	4:30 PM	Last Day for Issuance of Addenda, if any	https://www.nfc.edu/about/Procurement-and-Contracts/index.php

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11-15-24	2:00 PM	DEADLINE FOR BIDSUBMISSION	North Florida College Attn: Tyler Coody Bldg. 3, Room 19 325 NW Turner Davis Drive Madison, FL 32340
11-15-24	2:30 PM	Bid Opening Public Meeting	North Florida College Bldg. 9, Rm. 20 325 NW Turner Davis Drive Madison, FL 32340
11-15-24		Notice of Intent to Award Bid NFC Web Page	https://www.nfc.edu/about/Procurement-and-Contracts/index.php
11-20-24		Notice of Bid Award NFC Web Page	https://www.nfc.edu/about/Procurement-and-Contracts/index.php

The College reserves the right to change the schedule if it is in the best interest of the College. Schedule changes will be made by written addendum to the Bid Specifications Document and will be posted on the College web site dedicated to this bid at <https://www.nfc.edu/about/Procurement-and-Contracts/index.php>. It is the sole responsibility of the Bidder to monitor this web page during the entire bid process for information, updates, clarifications, schedule changes, addenda, and notices concerning bid award. Failure to monitor this web page for pertinent information related to the bid may result in disqualification of the Respondent's bid.

3) BID RESPONSE INTRUCTIONS/GENERAL TERMS & CONDITIONS

Definitions: The District Board of Trustees, DBOT, North Florida College, NFC, the College, and Owner, refer to North Florida College. Bidder(s), mechanical contractors, contractor, responders, respondent, firm, or company refer to the entities submitting a response to this Invitation to Bid. Invitation to Bid (ITB) refers to this competitive solicitation for a price proposal and requested documentation to accomplish the scope of work. F.S. refers to the Florida Statutes.

NFC does not discriminate against any person in its programs, activities, policies, or procedures on the basis of race, ethnicity, color, national origin, marital status, religion, age, gender, sex, pregnancy, sexual orientation, gender identity, genetic information, disability, or veteran status.

Tax Exempt Status: NFC is exempt from state sales tax.

Bidders are responsible for all applicable taxes.

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No interpretation of the meaning of the bid specifications document or correction of any apparent ambiguity, inconsistency or error therein will be made to any Bidder verbally. Requests for such interpretation or correction must be made in writing to the College's points of contact. Interpretation of the wording of bid documents shall be the sole responsibility of North Florida College and that interpretation shall be final. No verbal or written information to potential bidders from other sources is authorized.

Addenda to Bid Documents: In the event the College finds it expedient to supplement, modify or interpret any portion of the bid documents prior to the bid submittal date, such procedure will be accomplished by the issuance of written addenda to the bid documents and each addendum will be posted on the College's web page at <https://www.nfc.edu/about/Procurement-and-Contracts/index.php>.

Bidders must acknowledge all addenda issued by the College by number and date of issuance on the Bid Response & Checklist Form. In the event none are posted on the web page, indicate 'none' on the form. It is the Bidder's responsibility to obtain, comply with, and acknowledge any and all addenda issued by the College. See the Bid Schedule for the last date an addendum may be issued by the College.

It is the sole responsibility of the Bidder to ensure that its submission is delivered to the correct location by the deadline date and time listed in this specifications document, unless changed by addendum to the bid specifications documents. Submissions delivered to other NFC locations are not considered "received" until they are received at the location listed above by the deadline. Should the College find it necessary to alter the date and time for bid submission, the change will be via addendum to the bid documents and the addendum will be posted on the web page dedicated to this bid.

The time/date stamp clock located in Employee Services in Building 3 at 325 NW Turner Davis Drive, Madison, Florida 32340 shall serve as the official authority to determine receipt of any bid proposal. The bid submittal time and date deadline shall be scrupulously observed. Bids received after the specified time and date shall be considered nonresponsive and therefore not eligible for consideration.

Bids that do not comply with the requirements set forth in these bid documents will be considered incomplete and may be rejected.

In order to be considered, the bid proposal price must be submitted on the Bid Response & Checklist Form included in this specifications document together with the other documents and required information listed on this form.

All bid responses received by NFC by the deadline for submission, unless withdrawn pursuant to the instructions provided in this document, will be retained by NFC and upon opening become the property of NFC. Bids received after the stipulated date and time will not be opened, will not be considered, but will be retained by NFC unopened.

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Bid Guarantee: A bid guarantee in the form of a Bid Bond executed by the Bidder and a qualified surety with a rating of A- or greater by AM Best is required to be submitted with the bid response. Bidders are required to hold their prices for 30 days after submission. After opening bids, in the event a contract is awarded to the Bidder, the Bidder shall, within ten (10) calendar days after receiving notice of award, enter into contract with NFC via contract/purchase order based on bid specifications and all addenda, if any. If the successful bidder fails to enter into the contract as described above, the contractor shall forfeit the bid guarantee as liquidated damages to NFC.

By submitting a response to this solicitation, the Bidder acknowledges that all documents and information submitted to the College, including pricing information, is considered a public record under Florida's Public Records Act, and may be disclosed to third parties upon request, notwithstanding any confidentiality clauses or labels contained in such documents.

NFC anticipates awarding BID-NFC-04-2024 to a single Bidder submitting the lowest lump sum bid which meets all bid specifications and within budget parameters. NFC reserves the right to reject any or all bids submitted, to waive any informalities in regards thereto, to waive any minor deviations in an otherwise valid bid proposal, to rebid or not, and to accept the bid which will be in the best interest of the College. The College is not necessarily bound to accept the lowest bid if that bid is contrary to its best interest. The College reserves the right to verify any documents submitted by a Bidder to confirm the Bidder has the expertise and experience to accomplish the work.

Changes in the bid amount appearing on the outside of the bid envelope will not be considered. Only the bid amount shown inside the envelope on the Bid Response & Checklist Form will be considered. All changes, corrections, and erasures on the inside of the bid envelope must be initialed by the person signing the bid. The Bidder shall fill in its bid completely providing price quotation for the bid and the supporting documents and required information and sign the bid. Bids that show any omissions, alterations, additions not authorized by the College, conditional bids, incomplete or irregularities of any kind, may be rejected. No changes initiated by the Bidder will be permitted after bids have been submitted.

All Bidders submitting a response to this ITB understand and agree that the affirmative act of submitting a bid response constitutes the acceptance of, and agreement with, and adherence to the BID-NFC-04-2024 bid specifications documents. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The basis for the award, if awarded, is to the lowest or best bid which meets bid conditions and specifications, and is deemed in the best interest of NFC, at the sole discretion of the College. NFC is not necessarily bound to accept the lowest bid if it is not in the best interest of the College.

No Contact Period (Cone of Silence): From the time that the Invitation to Bid is published on the NFC web page dedicated to this bid at <https://www.nfc.edu/about/Procurement-and-Contracts/index.php> until such time that the bid is awarded, a Bidder nor any representative of the Bidder, shall contact any other college personnel or contact members of the College's District Board of Trustees either directly or indirectly concerning the bid in an attempt to further their interest in being selected for award of the bid. It is expected that personnel and team members of the Bidders that are submitting bids

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refrain from posting opinions, provide commentary or engage in any discussion regarding this bid by the use of social media. Failure to abide by the conditions of the Cone of Silence are considered grounds for rejection of Bidder's proposal.

All materials and work to be performed for the project shall be included in the Bidder's bid proposal. To be considered responsive the bid shall be signed by an authorized employee/officer with the authority to bind a contract.

Withdrawal of Bid: The bid submission may be withdrawn only by written notice **prior** to the bid deadline for submission. Withdrawn submissions will be retained unopened by the College and will not be considered.

No Bidder may withdraw its bid after bid opening for a period of 30 calendar days after bid opening date.

Any information submitted in response to this ITB which is determined to be substantially misleading, exaggerated, or incorrect shall result in disqualification of the Respondent's bid.

Bid protests shall be served to Micah Rodgers, NFC Chief Business Officer, 325 NW Turner Davis Dr., Madison, FL 32340, via certified mail. Protests may be preliminarily filed, if followed by a certified mail original, via facsimile transmittal to Micah Rodgers, at 850 973-1688. **Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent (1%) of the total bid price, whichever is greater.** Failure to file a notice of protest, failure to file a formal written protest, or failure to post the bond or other security during the protest period shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the posting of the notice of intent to award the bid on the NFC website dedicated to this bid.

The Bidder shall comply with all applicable federal, state, county and local laws, rules, ordinances, and regulations and policies of NFC. This ITB, and the contract to be executed in connection with an award of this ITB, must be in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The contract, when entered into, shall be constructed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. The College and Bidder hereby agree that the venue shall be in Madison County, Florida.

In the event of identical or tied bids, the decision for the award shall be made after a careful review of the circumstances surrounding the tie, with preference being given to State of Florida Bidders. If still tied, and all items being equal, the tie shall be decided by coin toss administered by the NFC Chief Business Officer of the College in the presence of two College staff witnesses.

Any material submitted in response to this ITB becomes the property of the College upon delivery to the College and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful Bidder. Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to F.S.

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Section 119.07. This includes material which the responding Bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to F. S. Section 119.07.

Errors and Omissions: Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any Bidder suspect any error, omission, or discrepancy in the specifications or instructions, the Bidder shall immediately notify Micah Rodgers, Chief Business Officer, in writing via email to procurement@nfc.edu who will issue written instructions to be followed.

Bidders are responsible for the contents of their bid proposal and for satisfying the requirements set forth in the bid specifications documents.

Competition: NFC encourages free and open competition among Bidders. Whenever possible specifications, proposal invitations, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy the College's needs and the accomplishment of a sound economical operation. The Bidder's response guarantees that the firm, its agents, officers, or employees have not bribed or attempted to bribe or influence in any way an officer, employee, trustee, or agent of the College. Women, veteran, and minority owned business enterprise participation is encouraged.

E-Verify: In accordance with Executive Order 11-116, the Bidder shall utilize the U.S. Agency of Homeland Security's E-Verify system to verify employment eligibility of all employees hired during the term of any contract resulting from the award of the bid. Bidders shall also require all subcontractors performing work under a contract awarded to the Bidder to utilize the E-Verify system for any employees they may hire during the term of the contract.

Funding for this project is through the American Rescue Plan Act (Public Law 117-2) Coronavirus State Fiscal Recovery Fund (SFRF) Deferred Building Maintenance Grant through the State of Florida.

The Bidder shall be in compliance with all federal requirements associated with this funding source, except as noted in Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidders by submitting a bid response attest that the Bidder and affiliates have not been debarred and declared ineligible to receive federally funded contracts.

Products included in the bid must comply with 2 CFR 200.322 Domestic Preferences for Procurements.

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Equal Employment Opportunity – Successful bidder, as contractor and subcontractor(s) shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in the employment of individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

Safety Requirements: The Bidder by submitting a Bid, agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to Occupational Safety and Health Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lockout/tag out procedures, Safety Data Sheets and labeling as required by the right to know standard, 29 CFR 1910.1200.

Background Checks: By submitting a Bid response, the Bidder if awarded a contract. agrees with the requirement by NFC that background checks are required to be on site during the project and will provide proof of successful background checks to NFC before work is performed.

Any contract resulting from this bid can be modified, added to, or extended only by written mutual agreement of the parties thereto.

Indemnification: To the fullest extent permitted by law, the Bidder shall defend, indemnify, and hold harmless North Florida College, its District Board of Trustees, its officers, agents, employees, and other representatives, individually and collectively from and against any and all claims, losses, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Bidder or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the College.

Conflict of Interest: Award of this bid is subject to F.S. Chapter 112 concerning conflict of interest. All Bidders must disclose the name of any officer, director, or agent who is also an employee of NFC. All Bidders must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% (five percent) or more in the Bidder's firm or any of its branches or dealerships.

Public Entity Crime: In accordance with F.S. 287.133, a person, entity 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, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submission, the Bidder

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certifies compliance with F. S. 287.133.

The Bidder agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. If the College, in the College's sole opinion, determines for any reason, that the qualifications, actions, or conduct of any particular Bidder's employee has violated an awarded contract by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors on the campus, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Bidder shall immediately provide a qualified replacement. Bidder's employees are expected to adhere to all college policies and procedures including but not limited to maintaining a tobacco-free campus.

If awarded, neither the resulting contract nor any of the Bidder's rights, duties, or obligations under the contract may be assigned or subcontracted by the Bidder without the written consent of NFC.

In submitting a bid, Bidder agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.

Form of Contract: If the bid is awarded, the contract resulting from the award of this bid will be in the form of a signed Purchase Order issued by North Florida College. Any portion of the bid specifications documents, addenda, and the successful Bidder's bid submission may be appended to the Purchase Order directly or by reference therein for the purpose of further defining the requirements of the contract and Bidder's obligations thereunder.

Execution of Contract: Failure of a successful Bidder to accept and acknowledge the receipt of a Purchase Order resulting from the award of this bid within ten (10) calendar days from the Notice of Award shall be just cause, and the College may annul and void the award and declare forfeiture of the bid guarantee or good faith deposit in liquidation of all damages sustained. The award may then be made to the next lowest responsive Bidder meeting specifications, or all bids may be rejected, and the work rebid, or not, at the College's discretion.

Conflicts: Any dispute, controversy or claim arising out of or relating to any contract awarded the successful Bidder, or the breach thereof, which cannot be settled by good faith negotiations between the parties thereto, shall be litigation in a court of competent jurisdiction. This contract and any claims or disputes not settled by good faith negotiation between the parties hereto shall be construed in accordance with the laws of the state of Florida and enforced in the courts of the state of Florida. The Bidder and North Florida College hereby agree the venue shall be in Madison County, Florida.

Contract Termination: A contract awarded the successful Bidder may be terminated by the College, with or without cause, upon ten days written notice. If terminated without cause, the College will compensate the Bidder based upon the pro-rata portion of work completed plus fixed and unrecoverable costs.

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Payments: Invoices and payments for work performed under any contract/Purchase Order resulting from an award of this bid will be based on the percentage of work completed.

Failure to Timely Deliver. In the event the successful Bidder fails to timely deliver the products or services contracted for, North Florida College may exercise the remedy of liquidated damages against the successful Bidder in an amount equal to 25% of the contract price. The successful Bidder shall have that sum deducted from the amount of the contract with the College not as a penalty, but as liquidated damages intended to compensate for unknown and unascertainable damages. The project must be completed on the schedule provided by the college and must be fully completed by the expiration of the funding period which is December, 2026. The successful bidder is expected to commence work within ten (10) days upon Notice To Proceed issued by the College.

Public Records: To the extent that Bidder meets the definition of "contractor" under F.S. Section 119.0701, in addition to other contract requirements provided by law, Bidder must comply with public records laws, including the following provisions of F.S. Section 119.0701: Keep and maintain public records required by the College to perform the service.

Upon request from the College's custodian of public records, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in F.S. Chapter 119, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the College.

Upon completion of the contract, transfer, at no cost, to COLLEGE all public records in possession of the CONTRACTOR or keep and maintain public records required by COLLEGE to perform the service. If the CONTRACTOR transfers all public records to COLLEGE upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COLLEGE, upon request from COLLEGE's custodian of public records, in a format that is compatible with the information technology systems of COLLEGE.

THE CONTRACTOR ACKNOWLEDGES THAT NFC CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON NFC OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS AGREEMENT. THE CONTRACTOR

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ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS AGREEMENT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT AND GROUNDS FOR TERMINATION.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ALLISON FINLEY, AT (850) 973-1613, finleya@nfc.edu, NORTH FLORIDA COLLEGE, 325 NW TURNER DAVIS DRIVE, MADISON, FLORIDA 32340.

The successful bidder shall maintain all records which are directly pertinent to any contract entered into under this bid and shall provide access to those records as required under the funding guidelines for audit purposes.

Human Trafficking: In accordance with F. S. 787.06, when a contract is executed between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. The term "governmental entity" has the same meaning as in F. S. 287.138(1). There is a requirement for the successful Bidder entering into a contract with NFC.

By submitting a bid, Bidder certifies compliance with all applicable provisions of the Byrd Anti - Lobbying Amendment (31 U.S.C. 1352).

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended – If the awarded Purchase Order amount exceeds \$150,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

Compliance with Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) – Applies to Purchase Orders in excess of \$2,000 for construction or repair. The Act provides that the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled.

By submitting a bid, Bidder represents and warrants that no part of the equipment, services or systems to be provided to the College if awarded a contract/PO uses or consists of covered telecommunications equipment or services as defined by 2 CFR § 200.216 as a substantial or essential component of any equipment, service or system provided, or as a critical technology as part of any system provided.

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Work under a bid awarded contract for this project is exempt from the Davis Bacon Act, however, contracts greater than \$100,000.00 must comply with 2 CFR 200 involving employment of mechanics or laborers. Under 40 U.S.C. 3702 of the Act, each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Minimum Insurance Coverage and Requirements: Prior to the commencement of work, the Bidder must obtain and maintain the minimum insurance coverage set forth below. For the purposes of this bid, the Bidder must demonstrate insurability by providing current certificates of insurance.

Proof of insurance at the required levels must be submitted with the bid response.

At the time of bid award, if awarded, and prior to, but no later than contract execution, the successful Bidder shall submit a certificate of insurance at the required levels with North Florida College included as additional named insured on each applicable policy.

By requiring such minimum insurance, North Florida College shall not be deemed or construed to have assessed the risk that may be applicable to the Respondent. The Respondent shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

Commercial General Liability	
Each Occurrence Limit	\$1,000,000
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000
Automobile Liability	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection	Statutory
Workers' Compensation	
Coverage	Statutory

Disqualification for Collusion or Fraud: Any or all bid responses may be rejected if there is a reason to believe that collusion exists between the contractors or Bidders. By submitting a response to this ITB, the Bidder attests that its response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same bid and is in all respects fair and without collusion or fraud.

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Bidder's Obligations: By submitting a response to this bid, the Bidder warrants that there is no action suit, proceeding, inquiry or investigation at law or equity, before or by a court, or governmental agency, public board or body, pending to the best of the Bidder's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution of deliver of the Bidder's obligation or diminish the Bidder's ability to perform. It is understood, and Bidder hereby agrees, that it shall be solely responsible for all services that it proposes.

Severability: If any provisions of a contract resulting from this bid are contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the contract. or render unenforceable any other provision hereof.

Independent Contractor: Nothing herein is intended or shall be construed as in any way as making the Bidder (Contractor) the agent or representative of the College in any manner whatsoever. The Bidder is, and shall remain, an independent Contractor with respect to all services performed.

During the warranty period, the successful Bidder must repair and/or replace the unit if it falls within warranty without cost to the College with the understanding that all replacements shall carry the same warranty as the original equipment.

Equipment/Materials/Labor: It will be the responsibility of the successful Bidder to supply all materials, tools, necessary labor, etc., for the work to be performed. All labor not performed in house must be listed on the Bidder's subcontractor list, and all work and/or materials provided by subcontractors must be included in the Primary Bidder's bid price proposal. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

The successful Bidder shall inform the Facilities Maintenance Office and Campus Security of their presence at the beginning of each visit to the work site at NFC.

While on campus, the Bidder's employees shall dress in appropriate work clothing that readily identifies them as representatives of the company.

Bidder's employees shall behave in a respectful, professional manner when on campus. Rude or offensive behavior in the presence of students, faculty, staff, other contractors, or visitors to the College will not be tolerated and the offenders will be directed to leave the campus.

4) REQUIRED BID SUBMISSION FORMS & DOCUMENTS

This section lists the required forms, documentation, and information to be included in the bid submission:

- 1) Bid Response & Checklist Form-Pages 1 and 2. Bidders are required to submit this form

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and provide each document and information listed on the form. This form is to be the first page of the Bidder's submission. The total bid price is to be entered on this form. (Form is included in this specifications document.)

- 2) Itemization of the materials and labor which supports the bid price total entered on the Bid Response & Checklist Form. (To be provided by Bidder)
- 3) Bid Bond (To be provided by Bidder)
- 4) Public Entity Crime Form (PUR7068 Form) (Form is available from NFC web page at <https://www.nfc.edu/about/Procurement-and-Contracts/PUR7068%20Form.pdf>)
- 5) Drug Free Workplace Form (Form available from NFC web page at <https://www.nfc.edu/about/Procurement-and-Contracts/Drug%20Free%20Workplace%20Form.pdf>)
- 6) Conflict of Interest Disclosure Form (Form available from NFC web page at <https://www.nfc.edu/about/Procurement-and-Contracts/Conflict%20of%20Interest%20Disclosure%20Form.pdf>)
- 7) List of Subcontractors (Form is included in this specifications document.)
- 8) Copy of License to do Business in Florida (To be provided by Bidder)
- 9) Certificate of Insurance Providing Proof of Insurance at Required Levels (To be provided by Bidder)
- 10) W9 (Form available from NFC web page at <https://www.nfc.edu/about/Procurement-and-Contracts/Form%20W-9.pdf>)
- 11) Contractor Qualifications Form (Form is included in this specifications document,)

FORMS PROVIDED IN THIS SPECIFICATIONS DOCUMENT BEGIN ON THE NEXT PAGE.

BID RESPONSE & CHECKLIST FORM-Page 1

Initial on the lines below attesting the required documents and information are included in this bid response submission.

- _____ Bid Response & Checklist Form with Bid Price and Signed, Pages 1 and 2.
- _____ Itemization Supporting Bid Price
- _____ Bid Bond
- _____ Public Entity Crime Form
- _____ Drug Free Workplace Form
- _____ Conflict of Interest Disclosure Form
- _____ List of Subcontractors
- _____ Copy of License to Do Business in Florida
- _____ Certificate of Insurance at Required Levels
- _____ W9
- _____ Contractor Qualifications Form

The undersigned Bidder hereby declares that the only person interested in this bid as Principal is named herein, and that it is in all respects fair and in good faith, without collusion or fraud. Further, the undersigned Bidder attests that Bidder, and affiliates have not been debarred and declared ineligible to receive federally funded contracts.

NAME OF BIDDER (above line)

The Bidder proposes and agrees to provide all necessary materials, equipment, machinery, tools, apparatus, and means of transportation, labor, and services necessary to complete the replacement of the HVAC system in Building 8 on the Madison Campus of North Florida College.

BID PRICE (Numeric): (\$ _____) **BID PRICE: (Written)** _____

Attached hereto is a Bid Bond in the sum of \$ _____ Dollars made payable to North Florida College.

The following Addenda were received and are acknowledged:

Addendum # _____ Dated _____; Addendum # _____ Dated _____, Or,

If No Addenda are listed on the NFC Web Page, Initial Here: _____.

BID RESPONSE & CHECKLIST FORM-Page 2

All companies certify by their signature that they have read and understand the conditions and specifications of the bid, have visited the work site, have included all required documents, and that they have the authority, capacity, and capability to perform according to the conditions and specifications of BID-NFC-04-2024.

Company Name:

Address:

City _____ State _____ Zip: _____

Authorizing Signature: _____

Printed Name: _____

Title _____

Phone Number _____

LISTING OF SUBCONTRACTORS

PRIMARY BIDDER NAME (COMPANY):

List below all contractors that will provide labor or services for the project which are not in-house of the primary Bidder.

Contractor Name	Address & Contact Info.	Trade Category	License # (if applicable)

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CONTRACTOR QUALIFICATIONS FORM

Firm Name _____
 Firm Address _____
 Firm Telephone no. _____
 Firm Point of Contact _____
 Name of Full Time Project Manager _____
 Name of Full Time Superintendent _____
 Has the Firm been in operation under the present name for a minimum of 4 years? _____
 Has the Firm been declared in default on any construction contract in that time? _____
 Does the firm have a current State of Florida License for the mechanical work described within these documents?
 _____ Number: _____

List three projects involving mechanical construction involving hydronic systems and air distribution of at least \$275,000 in total construction cost. Provide a contact reference for each.

Project Name and Date of Completion	Reference Contact Name and Title

The project superintendent shall have at least 4 years' experience on projects of similar scope and complexity as this project. List three similar projects and provide a contact reference for each.

Project Name and Date of Completion	Reference Contact Name and Title

The project manager shall have at least 2 years' experience on projects of similar scope and complexity as this project. List three similar projects and provide a contact reference for each.

Project Name and Date of Completion	Reference Contact Name and Title

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**END OF INVITATION TO BID SPECIFICATIONS DOCUMENT
AND PROJECT MANUAL PART I**