



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the extension of the contracts with Thermal Concepts and Pilar Services for one (1) year, amending Thermal Concepts contract to increase pricing during the one (1) year renewal term, and increasing total fiscal authority under HVAC Energy Management System Services (ITB-2021-051-EH) to provide HVAC maintenance, services, and repairs to equipment collegewide. Fiscal Impact: Estimated \$3,000,000.00 (cumulative \$9,527,000.00).

Presenter(s): Deborah Czubkowski, Vice President, Facilities Management

What is the purpose of this contract and why is it needed? Request to approve the first renewal option, contract amendment # 1 for price increase request, and additional fiscal authority of \$3,000,000.00 on the previously approved HVAC Energy Management System Services (ITB-2021-051-EH) agreements with Thermal Concepts Inc. and Pilar Services, Inc. for HVAC maintenance, services, and repairs to equipment collegewide.

The contract amendment is for Thermal Concepts, Inc. only, that requested a price increase of 6.5% for labor and 12.5% on parts, materials, supplies cost markup.

The work performed by the vendors will meet all State Requirements for Educational Facilities (SREF), applicable State of Florida Building Code and NEC National Electrical Code Requirements, maintain all EPA regulations, FEMA rules and regulations required due to national disasters/emergencies, and the highest of industry standards. In accordance with Florida Statutes. Therefore, this service is crucial to the operation of our Broward College Campuses.

Funding is provided from Facilities Collegewide Maintenance Department for grant and/or non-grant items. The HVAC Energy Management Services contract with these contractors provides specialized and routine HVAC repairs and maintenance to our facilities throughout the fiscal year.

Contract Term: 3 year contract from 9/30/2021 to 9/29/2024 approved on MT #11561.

Renewal(s): Two (2) additional one-year renewals through 9/29/2026.

Requesting Approval on this Item for: 1st renewal from 9/29/2024 to 9/30/2025, price increase & fiscal increase.

What procurement process or bid waiver was used and why? A formal competitive solicitation was issued in accordance with FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.3 - Invitation to Bid

(ITB-2021-051-EH) Commercial HVAC Energy Management System Services.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Yes, June 2024 approved budget.

What fund, cost center and line item(s) were used? Funds available in FD100, CC0108 (GLC 62500).

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes, the services were acceptable in the past.

Was there a return on investment anticipated when entering this contract? No.

Was that return on investment not met, met, or exceeded and how? Not Applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not Applicable.

Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed all agreements and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated \$3,000,000.00 Cumulative: \$9,527,000.00

Worktags:FD100 CC0108 (Energy Management System Collegewide) GLC 62500

10/08/24	CC0108 · Energy Management System Collegewide	(\$3,000,000.00)
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Donald Astrab

Donald Astrab, VP, Academic Operations, Analytics, & Comm

9/22/2024

APPROVAL PATH: 12480 HVAC Energy Management System Services (ITB-2021-051-EH) 1st Renewal

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Deborah Czubkowski	VP, Facilities Management		 Completed	
2	Donald Astrab	Chief Operating Officer		 Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
4	Orlando Aponte	Procurement Approval 		 Completed	
5	Rabia Azhar	CFO Review		 Completed	
5	Christine Sims	Budget Departmental Review		 Completed	
5	Legal Services Review Group	Review and Approval for Form and		 Completed	
6	Board Clerk	Agenda Preparation		 Pending	
7	District Board of Trustees	Meeting	12/10/24 11:00 AM	 Pending	
8	Electronic Signature(s)	Signatures obtained via DocuSign b		 Pending	
9	Natalia Triana-Aristizabal	Contracts Coordinator		 Pending	



AMENDMENT #1 TO THE HVAC ENERGY MANAGEMENT SYSTEM SERVICES AGREEMENT

THIS AMENDMENT is made and entered into as of this ____ day of _____, 20 ____, by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

PILAR SERVICES, INC.

(hereafter referred to as Vendor),
a company,
7250 NW 8th Street
Bay #1
Miami, Florida 33126

WHEREAS the parties entered an Agreement for **HVAC ENERGY MANAGEMENT SYSTEM SERVICES (ITB-2021-051-EH)** with an Effective Date of September 30, 2021;

WHEREAS the Agreement may be amended only when reduced to writing and signed by both parties; and,

WHEREAS the parties desire to amend the Agreement as set forth herein.

NOW and **THEREFORE**, the **HVAC ENERGY MANAGEMENT SYSTEM SERVICES (ITB-2021-051-EH)** Agreement is amended as follows:

1. **Confidentiality Requirements Not Applicable.** Notwithstanding anything to the contrary in this Agreement, College shall have the right to include the Agreement in the College’s Board of Trustees agenda materials. Agendas and related materials are posted online on the College’s website and all materials referenced on the agenda are available for viewing by anyone who accesses the agenda.
2. **Authority.** Each person signing this Amendment on behalf of a party individually warrants that he or she has full legal power to execute this Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Amendment.
3. **Signatures.** This Amendment may be signed and sent electronically by the parties. All


signed counterparts will be deemed originals and together shall constitute the entire Amendment.

4. **No further amendments.** All remaining terms in the Agreement remain the same, including but not limited to any termination rights granted to BC in the Agreement, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums. and/or amendments applicable hereto.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Amendment on the date first written above.

FOR VENDOR

PILAR SERVICES, INC.

By  _____
Name Walter Ormazabal
Title President

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____
Name _____
Title _____



Contract No. ITB-2021-051-EH

**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of September 30, 2021 between the District Board of Trustees of Broward College, Florida ("College") and Pilar Services, Inc. ("Vendor") (collectively, the "Parties"), will be in effect until three (3) years plus any renewals ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Yohannes Asgedom, @yasgedom@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of “contractor” under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) 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 Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College’s custodian of public records, in a format that is compatible with the information technology systems of the College.
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$see Exhibit C in general liability insurance, \$see Exhibit C in automobile liability insurance, \$see Exhibit C in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. **Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.**

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.



Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

DS
ND
College

PSI
Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>Pilar Services, Inc.</u>	Tax ID No.	<u>65-0947565</u>
Authorized Representative	<u>Walter Ormazabal</u>	Title	<u>President</u>
Address	<u>7250 NW 8th St Bay #1 Miami, FL 33126</u>	Telephone	<u>(305) 888-2421</u>

Signature of Vendor		Date	<u>6/6/2021</u>
Attested By Name (type)	<u>Barbara Calderon</u>	Title	<u>Account Manager</u>
Signature of Attester		Date Signed	<u>6/8/21</u>

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

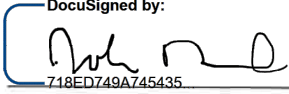
AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President John Dunnuck Title SVP Finance & Operations

Signature  Date 9/30/2021

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

CONTRACT FOR SERVICES EXHIBIT A-1 PRICING			
Pilar Services Inc.			
GROUP 1:			
HOURLY LABOR RATE - SERVICE DURING NORMAL BC BUSINESS HOURS (7:00 am to 5:00 pm, Monday to Friday):			
ITEM #1 HVAC Technician and support:			
	<u>Description</u>	<u>PRICE</u>	<u>UNIT</u>
		(enter price rates to two decimal places)	
A.	HVAC Technician Journeyman	\$83.50	Hour
B.	Mechanic	\$83.50	Hour
C.	Apprentice	\$83.50	Hour
D.	Installer	\$83.50	Hour
E.	Laborer/Helper	\$83.50	Hour
F.	Supervisor	\$83.50	Hour
G.	HVAC Technician Journeyman	\$45.00	1/2 Hour
H.	Mechanic	\$45.00	1/2 Hour
I.	Apprentice	\$45.00	1/2 Hour
J.	Installer	\$45.00	1/2 Hour
K.	Laborer/Helper	\$45.00	1/2 Hour
L.	Supervisor	\$45.00	1/2 Hour
<u>TOTAL Group 1 (Sum of Group 1, A through L inclusive):</u>		\$771.00	



SEE PAGEs BELOW FOR			
ADDITIONAL REQUIRED INFORMATION (FOR INFORMATIONAL PURPOSES)			
ADDITIONAL REQUIRED INFORMATION (FOR INFORMATIONAL PURPOSES)			
OVERTIME: State the times, in the space provided below, when overtime rates apply other than Broward College normal working hours of 7:00 am to 5:00 pm, Monday to Friday:			
The overtime times are: <u>After 5pm, before 8am and all day Saturday and Sunday</u>			
WEEKDAY: Weekday overtime labor rates other than normal BC working hours:			
HVAC Technician and support (for Weekday overtime):			
Item #	Description	PRICE	UNIT
		<u>(enter price rates to two decimal places)</u>	
1.	HVAC Technician Journeyman	\$124.00	Hour
2.	Mechanic	\$124.00	Hour
3.	Apprentice	\$124.00	Hour
4.	Installer	\$124.00	Hour
5.	Laborer/Helper	\$124.00	Hour
6.	Supervisor	\$124.00	Hour
7.	HVAC Technician Journeyman	65	1/2 Hour
8.	Mechanic	65	1/2 Hour
9.	Apprentice	65	1/2 Hour
10.	Installer	65	1/2 Hour
11.	Laborer/Helper	65	1/2 Hour



12.	Supervisor	65	1/2 Hour
WEEKEND & HOLIDAY: Weekend overtime labor rates for all day on Saturdays and Sundays or holiday hours.			
HVAC Technician and support (for weekend or holiday overtime):			
Item #	Description	PRICE	UNIT
		(enter price rates to two decimal places)	
1.	HVAC Technician Journeyman	\$124.00	Hour
2.	Mechanic	\$124.00	Hour
3.	Apprentice	\$124.00	Hour
4.	Installer	\$124.00	Hour
5.	Laborer/Helper	\$124.00	Hour
6.	Supervisor	\$124.00	Hour
7.	HVAC Technician Journeyman	65	1/2 Hour
8.	Mechanic	65	1/2 Hour
9.	Apprentice	65	1/2 Hour
10.	Installer	65	1/2 Hour
11.	Laborer/Helper	65	1/2 Hour
12.	Supervisor	65	1/2 Hour



See next page.			
EMERGENCY SERVICE NOT DURING NORMAL BUSINESS HOURS:			
Bidder must state, in the space provided here, the minimum number of hours necessary for compensation for Emergency Service (may not exceed 4 hours any period on the clock, any day, any time):			
	<u>The Minimum Number of Hours is:</u>	3	
HVAC Technician and support (for Emergency Services Not During Normal Business Hours):			
Item #	Description	PRICE	UNIT
		<u>(enter price rates to two decimal places)</u>	
1.	HVAC Technician Journeyman	\$124.00	Hour
2.	Mechanic	\$124.00	Hour
3.	Apprentice	\$124.00	Hour
4.	Installer	\$124.00	Hour
5.	Laborer/Helper	\$124.00	Hour
6.	Supervisor	\$124.00	Hour
7.	HVAC Technician Journeyman	65	1/2 Hour
8.	Mechanic	65	1/2 Hour
9.	Apprentice	65	1/2 Hour
10.	Installer	65	1/2 Hour
11.	Laborer/Helper	65	1/2 Hour



EXHIBIT "C"
SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the General Terms & Conditions. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

The insurance amounts referenced in section 22 Insurance are as follows:

Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

A. Commercial General Liability Insurance:

- | | |
|----------------------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Personal & Adv Injury | \$1,000,000 |
| 3. General Aggregate | \$2,000,000 |
| 4. Products-Completed Operations | \$2,000,000 |
- Policy must contain contractual liability coverage.

(Commercial General Liability includes but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.)

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Contract \$1,000,000.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Pollution Liability with coverage of \$1M combined single limit per occurrence and \$2,000,000 general aggregate.
Furnish a stand-alone Pollution Liability policy or add to the Commercial General Liability policy through endorsement.

E. Professional Liability (If work or labor requires a professional certificate or certification to practice, such as an accountant, architect, physician, engineer, etc., the liability policies shall include coverage with of \$1,000,000 per occurrence and \$2,000,000 general aggregate).

Add the following:

E-Verify.

If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the



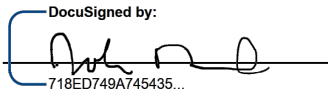
work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

Additional Exhibits.

Section 34 is added as follows:

The Parties agree to incorporate by reference Exhibit D Non-Disclosure Agreement and the Federally Funded Projects Addendum.

BC APPROVED

By:  Date: 9/30/2021
DocuSigned by:
718ED749A745435...

VENDOR APPROVED

By:  Date: 6/21/2021

CONTRACT FOR SERVICES

Exhibit D

Non-Disclosure Agreement

- 1) Subject to Chapter 119, Florida Statutes and any and all other applicable laws, Receiving Party and any person who reviews or has access to Information from Disclosing Party hereunder shall safeguard the Information against disclosure by employing the same means to protect the Information as that Party uses to protect its own non-public, confidential, sensitive, or proprietary information, but in no event less than means consistent with prudent industry practices for the protection and safeguarding of confidential information. The Receiving party shall use the Information solely and exclusively for purposes relating to the Project and any resulting design, and/or construction of the Project (the "Purpose"), and no other purpose. Receiving Party shall not itself, nor shall it permit its employees, contractors, consultants and/or agents to, disclose to any person, corporation or other entity the Information without the prior written consent of the Disclosing Party, provided, however, a Receiving Party may distribute the Information to its officers, employees, agents and consultants and others who have a need for such Information for the permitted Purpose. Prior to disclosure of the Information to any individual, the Receiving Party shall ensure that the individual is informed of the terms, conditions and requirements of this Agreement and shall ensure that the recipient complies with the terms of this Agreement as if the recipient were a party to this Agreement. The Receiving Party shall immediately inform the Disclosing Party of any unauthorized access to, disclosure or use of Confidential Information and any other breach by the Receiving Party of its obligations and covenants hereunder, and the Receiving Party at no cost to the Disclosing Party shall cooperate with and support efforts of the Disclosing Party to address such unauthorized access disclosure or use or other breach. In the event that the Receiving Party or any recipient becomes obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information of the Disclosing Party, the Receiving Party shall give the Disclosing Party prompt prior written notice of such requirement and shall cooperate with the Disclosing Party at no cost to the Disclosing Party in efforts to seek a protective order or other appropriate remedy which prevents, restricts, limits, conditions or otherwise limits the disclosure of the Information. The Receiving Party shall return to the Disclosing Party upon the Disclosing Party's written request therefor any or all of the Information disclosed by the Disclosing Party as well as any documents containing Information, such as notes, summaries, extracts and other such documents, regardless of the medium in which the documents are created, stored, retrieved or accessed. Disclosing Party is not obligated to disclose any Information. No right, title, interest or license is



granted to Receiving Party in relation to the Information except as expressly set out in this Agreement. Disclosing Party makes no representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Information or its suitability for any purpose or use. Receiving Party and Disclosing Party each acknowledge that damages would not be an adequate remedy for breach of this Agreement and the non-breaching party is entitled to the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of this Agreement. Disclosing Party shall be entitled to recover, in addition to any other remedy or relief, an award of attorneys' fees incurred in connection with the enforcement or interpretation of this Agreement.

- 2) Additionally, without limiting the general requirements under this Agreement for the parties to comply with applicable laws, to the extent applicable to each party and/or its operations, each party shall comply with (a) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (b) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (c) the Trading with the Enemy Act, 50 U.S.C. App. I et seq.; and (d) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and laws which replace any such laws if any such laws are repealed or modified (collectively, the "OFAC Laws")."

VENDOR

Signature



Walter Ormazabal

Name

President

Title

6/21/2021

Date



**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

ITB-2021-051-EH - HVAC Energy Management System Services

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. 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 Purchase Order amount exceeds \$100,000, Vendor 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.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non- procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor 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.
- N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: Pilar Services, Inc.

Address, City, State, and Zip Code: 7250 nw 8th st Bay #1 Miami, FL 33126

Phone Number: 3058882421

Printed Name and Title of Authorized Representative: Walter Ormazabal President

Email Address: walter@pilarservices.com

Signature of Authorized Representative: _____


Date: 6/30/2021



Procurement Services Department
 6400 NW 6th Way, Room 275
 Fort Lauderdale, Florida 33309
 954-201-7455
 Fax 954-201-7330
www.broward.edu/community/vendor

ADDENDUM NO. 1

ITB No.: ITB-2021-051-EH
 ITB Title: HVAC Energy Management Systems Services
 Date: March 11, 2021

This addendum is being issued to clarify and/or revise the Invitation To Bid (ITB) documents and/ or specifications. This Addendum modifies, supplements or replaces information in the Invitation To Bid (ITB) ITB-2021-051-EH, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR ITB:

Q1. would like to know the prices of past contracts, if possible

R1. See attachment to this Addendum for awarded prices for ITB-2015-199-EH HVAC Energy Management System Services.

Q2. do we submit the Bidder Qualification form before final Bid

R2. No. Submit Bidder Qualification Form with your entire bid response.

Q3. when is the deadline for the form (Bidder Qualification Form)

R3. The Bidder Qualification Form is to be submitted with your response to the bid. It is due on the Due Date stated on page 1 of the Invitation to Bid document. The Due Date is currently 3/30/2021 at or before 2:30:00 p.m., or as may be amended.

2. ATTACHMENT:

a. Prices ITB-2015-199-EH HVAC EMS (2 pages)

“Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

Addenda should be returned with the bid. Failure to do so may disqualify your bid. Please sign below to verify that you have read and understand this addendum.

Signature

Title

Company Name

Date

PRICE SCHEDULE
HVAC - Energy Management Systems (ITB-2015-199-EH)

			Vendor) Thermal Concepts, Inc.	(Alternate Vendor) Larabee Air Conditioning, Inc. d/b/a Kar & Larrabee Mechanical Contractors	(Alternate Vendor) Pioneer Construction Management Services, Inc.
Item No.	Description	Unit of Measure	Unit Price	Unit Price	Unit Price
Item #1	HVAC Technician and support during normal BC business hours (7:00 am to 5:00 pm, Monday to Friday)				
A.	HVAC Technician Journeyman	hourly	\$75.00	\$90.00	\$83.25
B.	Mechanic	hourly	\$68.00	\$90.00	\$83.25
C.	Apprentice	hourly	NA	\$90.00	\$50.40
D.	Installer	hourly	\$75.00	\$45.00	\$83.25
E.	Laborer/Helper	hourly	\$65.00	\$45.00	\$50.40
F.	HVAC Technician Journeyman	1/2 hourly	\$37.50	\$45.00	\$54.12
G.	Mechanic	1/2 hourly	\$34.00	\$45.00	\$54.12
H.	Apprentice	1/2 hourly	NA	\$45.00	\$32.76
I.	Installer	1/2 hourly	\$37.50	\$25.00	\$54.12
J.	Laborer/Helper	1/2 hourly	\$32.50	\$25.00	\$32.76
Item #2	HVAC Technician and support for Weekday Overtime (after 5:00 pm, Monday to Friday)				
1.	HVAC Technician Journeyman	hourly	\$112.50	\$135.00	\$124.88
2.	Mechanic	hourly	\$102.00	\$135.00	\$124.88
3.	Apprentice	hourly	NA	\$135.00	\$75.60
4.	Installer	hourly	\$112.50	\$67.50	\$124.88
5.	Laborer/Helper	hourly	\$97.50	\$67.50	\$75.60
6.	HVAC Technician Journeyman	1/2 hourly	\$56.25	\$67.50	\$81.18
7.	Mechanic	1/2 hourly	\$51.00	\$67.50	\$81.18
8.	Apprentice	1/2 hourly	NA	\$67.50	\$49.14
9.	Installer	1/2 hourly	\$56.25	\$35.00	\$81.18
10.	Laborer/Helper	1/2 hourly	\$48.75	\$35.00	\$49.14

PRICE SCHEDULE
HVAC - Energy Management Systems (ITB-2015-199-EH)

			(Primary Vendor) Thermal Concepts, Inc.	(Alternate Vendor) Larabee Air Conditioning, Inc. d/b/a Kar & Larrabee Mechanical Contractors	(Alternate Vendor) Pioneer Construction Management Services, Inc.
Item No.	Description	Unit of Measure	Unit Price	Unit Price	Unit Price
Item #3	HVAC Technician and support for Weekend (all day Saturdays & all day Sundays) Overtime & Holiday Hours				
1.	HVAC Technician Journeyman	hourly	\$112.50	\$135.00	\$145.69
2.	Mechanic	hourly	\$102.00	\$135.00	\$145.69
3.	Apprentice	hourly	NA	\$135.00	\$88.20
4.	Installer	hourly	\$112.50	\$67.50	\$145.69
5.	Laborer/Helper	hourly	\$97.50	\$67.50	\$88.20
6.	HVAC Technician Journeyman	1/2 hourly	\$56.25	\$67.50	\$94.71
7.	Mechanic	1/2 hourly	\$51.00	\$67.50	\$94.71
8.	Apprentice	1/2 hourly	NA	\$67.50	\$57.33
9.	Installer	1/2 hourly	\$56.25	\$35.00	\$94.71
10.	Laborer/Helper	1/2 hourly	\$48.75	\$35.00	\$57.33
Item #4	HVAC Technician and support for Emergency Service Not During Normal Business Hours				
1.	HVAC Technician Journeyman	hourly	\$112.50	\$135.00	\$127.13
2.	Mechanic	hourly	\$102.00	\$135.00	\$127.13
3.	Apprentice	hourly	NA	\$135.00	\$76.28
4.	Installer	hourly	\$112.50	\$67.50	\$127.13
5.	Laborer/Helper	hourly	\$97.50	\$67.50	\$76.28
6.	HVAC Technician Journeyman	1/2 hourly	\$56.25	\$67.50	\$67.65
7.	Mechanic	1/2 hourly	\$51.00	\$67.50	\$67.65
8.	Apprentice	1/2 hourly	NA	\$67.50	\$49.14
9.	Installer	1/2 hourly	\$56.25	\$35.00	\$67.65
10.	Laborer/Helper	1/2 hourly	\$48.75	\$35.00	\$49.14
*** For Emergency Service, the minimum number of hours to be compensated for is:			2	4	2
Item #5	HVAC Parts Cost-Plus Mark-Up %		20%	20%	46%

AWARD IS TO ONE PRIMARY VENDOR AND TWO ALTERNATE VENDORS: Thermal Concepts, Inc. shall be the primary vendor and the first vendor contacted to provide requested services & products. The College reserves the right to procure goods from the second and third lowest if: a) the lowest awardee cannot comply with delivery requirements or specifications; b) the lowest awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of the College to do so regardless of reason.



Procurement Services Department
 6400 NW 6th Way, Room 275
 Fort Lauderdale, Florida 33309
 954-201-7455
 Fax 954-201-7330
www.broward.edu/community/vendor

ADDENDUM NO. 2

ITB No.: ITB-2021-051-EH
 ITB Title: HVAC Energy Management System Services
 Date: March 15, 2021

This addendum is being issued to clarify and/or revise the Invitation To Bid (ITB) documents and/ or specifications. This Addendum modifies, supplements or replaces information in the Invitation To Bid (ITB) ITB-2021-051-EH, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR ITB:

Q4. I wanted to know what type of control systems are installed in the Broward College Buildings?

R4. Andover Control.

To clarify, control system is not included in this ITB-2021-051-EH solicitation for HVAC EMS.

2. ATTACHMENT: NONE

“Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

Addenda should be returned with the bid. Failure to do so may disqualify your bid. Please sign below to verify that you have read and understand this addendum.

Signature

Title

Company Name

Date

SECTION 2. SUBMITTAL REQUIREMENTS

The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com. Submit one (1) complete electronic copy of bid response, in a single Adobe PDF file format, plus an excel version of the Bid Form. Submit via demandstar.com. See Section 3.6 Submittal Requirements.

BID SUBMITTAL CHECKLIST:

In order to assure that your bid is in compliance with bid requirements, please indicate with an next to each item below to verify that the submittals listed below have been submitted.

Note: Please submit your bid in this order.

YES___ NO___ 1. Bid submittal – one (1) electronic copy in one Adobe PDF file format, plus an excel version of the Bid Form. Submit via demandstar.com. See Section 3.6 Submittal Requirements.

YES___ NO___ 2. Signed, Section 1 - Bidder Acknowledgment

YES___ NO___ 3. Acknowledgment of released addendum(s) (if any)

YES___ NO___ 4. Bid Form, Section 5 and the excel page(s) (The excel form is on demandstar.com.)

YES___ NO___ 5. Bidder Qualification Form (Section 8, Attachment 1), completed with all required information and all required attachments, including attachment of copies of license(s) (Section 3.9 – Licenses and Section 4 – Scope) and certifications(s)

YES___ NO___ 6. IRS Form W-9 (Section 3.12)

YES___ NO___ 7. Vendor Conflict of Interest Form (Section 8, Attachment 2)

(Balance of page intentionally left blank)

SECTION 3.0. SPECIAL CONDITIONS

- 3.1 **GENERAL COLLEGE INFORMATION:** Broward College (hereinafter referred to as the “College”) is one of the 28 institutions comprising the Florida College System governed by Sections 1001.60 et seq. of the Florida Statutes. The College provides higher education, technical, and occupational training for the residents of Broward County, Florida. The College is a community-based institution that offers a comprehensive range of programs responsive to needs and changes in the community and in technology. Within Broward County, the College operates three main campuses, one urban center, and several satellite centers.

As the College forges into its second half-century of service, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. Accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS), Broward College has been named as one of the 10 finalists for the 2021 Aspen Prize for Community College Excellence. The Aspen Award is the nation’s signature recognition of high achievement and performance in America’s community colleges. This is the fourth time that the College has been selected for this national recognition among more than 1,000 community colleges nationwide. Aspen recognizes institutions based on strong and improving student outcomes in learning, completion rates, employment rates and earnings, and equity.

Awarded every two years since 2011, the Aspen Prize recognizes institutions that achieve strong student outcomes across four key areas:

- Teaching and learning
- Degree completion and successful transfer to four-year institutions
- Success in the workforce
- Equitable outcomes for diverse student groups

For more information, visit www.aspeninstitute.org.

With the third-largest enrollment in the Florida College System, the College offers affordable, accessible education. The diverse College community serves more than 63,000 students and over 5,000 full-time and part-time faculty and staff, who represent more than 137 countries and provide a wealth of cultural, ethnic, and experiential backgrounds. Up-to-date enrollment and campus community demographic data can be accessed at the following link: <https://www.broward.edu/about/accreditation/index.html>. The College provides more than 140 programs in eight career pathways which offer specialized certificates, two- and four-year degrees, non-degree training, workforce readiness, and an extensive list of continuing education curricula.

- 3.2 **PURPOSE:** Broward College (hereinafter referred to as the “College”) desires bids for a term contract for HVAC Service – Energy Management System (EMS), as specified herein. The scope of requirements includes, but is not limited to, a comprehensive preventive maintenance schedule of existing equipment, including any future equipment that may currently be under warranty or that may be purchased by the College; as well as any type of service or repair to existing systems at an hourly labor rate. Services will be required at multiple College campuses and facilities. The scope of requirements is outlined in SECTION 4 - BID SPECIFICATIONS.
- 3.3 **MINIMUM QUALIFICATIONS:** In order to be considered, a Bidder must, as of the Bid return date stated in this Bid and throughout the duration of its program, meet the applicable minimum eligibility criteria stated below.
- 3.3.1 Bidder shall be qualified and licensed under the laws, rules and regulations of the State of Florida and Broward County, Florida, to perform the work required by this solicitation at the time of proposal submittal.
- 3.3.2 Bidder must demonstrate a strong documented track record of current engagement and successfully completed services, as specified in the Scope of Services/Specifications section of this solicitation,

3.6 **SUBMITTAL REQUIREMENTS:** The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com.

- Digital copies must not be larger than 100 MB for each document size and not the collection of them.
- Complete Electronic Copy of Bid in a single Adobe PDF File.
- Excel version of Bid Form, Section 5.
- Files submitted must be formatted and enabled for printing, in page size letter as applicable.
- The College may request clarifications and additional information after submission.
- The College shall not be responsible for delays caused by any occurrence.
- In the event of technical difficulties when submitting documents, contact DemandStar support at support@demandstar.com or call (206) 940-0305.

Bidders are requested to organize their bids in accordance with SECTION 2 – SUBMITTAL REQUIREMENTS. The College reserves the right to reject and not consider any bid not organized and not containing all the information outlined in SECTION 2.

Bids must be submitted as established in page 1 of Bid. Submittals received after this date and time will not be considered.

When submitting your bid electronically through DemandStar at www.demandstar.com, please allow sufficient time to complete the online forms and upload documents. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your proposal will not be received by the system.

BIDDER'S RESPONSIBILITY: It is the responsibility of the bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.

One electronic original of the requested documents must be returned with bid. Offers submitted on any other form may be disqualified. Do not return any other pages or documents unless specifically requested in the Invitation to Bid (ITB).

Bid Summary Sheet Excel page(s) on which the bidder actually submits a bid and any pages upon which information is required to be inserted must be completed and submitted with the bid. The College reserves the right to reject any bid that fails to comply with these submittal requirements.

EXECUTION OF BID: Bid must contain an original handwritten/manual/electronic signature of an authorized representative in the space provided above in SECTION 1.0, Bidder Acknowledgement. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. The College reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.

ACKNOWLEDGMENT OF RELEASED ADDENDA TO THIS ITB: It is the prospective bidder's responsibility to verify that they have received all released addenda and, thereby must include acknowledgement (per addenda instructions when addenda are released) of any addenda that are required to be submitted with the bid response.

The College reserves the right to issue any addendum modifying any portion of this ITB. Caution is given that certain addenda may be required to be submitted with bid responses as specified in the particular addenda.

3.7 **QUANTITIES:** The quantities listed are estimated quantities to be ordered throughout the contract period for each item and are not guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the ITB estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

3.8 **QUALIFICATION OF BIDDERS - BIDDER QUALIFICATION FORM:** This bid will be awarded only to responsible bidder qualified by experience, properly and legally licensed and in a financial position to provide the services and items specified.

Qualifications include, but are not limited to the following:

a. Experience in directly and predominantly performing similar work of HVAC Energy Management Systems Services.

Proposer must demonstrate a strong documented track record of current engagement and successfully completed services, as specified in the Technical Specifications / Scope of Work section of this solicitation, and are normally and routinely engaged in directly and predominately performing HVAC contractor services which include service to commercial HVAC Energy Management Systems.

b. Similar work satisfactorily completed and listed in Bidder Qualification Form with brief description including location, dates of contracts, names and addresses of owners.

c. Training in similar work.

d. Adequate equipment and facilities available to do the work.

In order to facilitate the prompt award of this bid, the bidder shall complete the attached Bidder Qualification Form – SEE SECTION 8, ATTACHMENT 1, include all requested information, copies and attachments, and submit with their bid/proposal submittal. Failure to submit documentation, as required herein, may result in submittal disqualification.

3.9 **LICENSING REQUIREMENTS:** In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess the necessary license(s) including any specified State registration, contractor license, federal license and/or certification and company and/or technician certification(s), if applicable, at the time of bid submittal.

The license holder's name, type of license and license number shall be documented in the Bidder's Qualification Form, Section 8, Attachment 1. Proof of licensing should be submitted with sealed bid.

3.10 **MANUFACTURER'S CERTIFICATION:** Bidder will provide copy of any Manufacturer's Certification(s), or other certification, to provide authorized service and/or parts distribution that Bidder or technicians performing work on Broward College equipment possesses. Submit with your bid as an attachment to Bidder Qualification Form, Section 8, Attachment 1, including the following certifications.

3.10.1 Environmental Protection Agency (EPA) Section 608 Technician Certification for firm's servicing technicians.

3.10.2 NATE training certificates that indicate the abilities of personnel involved with the maintenance/repairs of municipal/governmental air conditioning equipment.

3.10.3 Certification from United Association (Union) applicable to HVAC.

3.10.4 Certification from HVAC associated schools.

3.11 **INSURANCE REQUIREMENTS:**

Any questions as to the intent or meaning of any part of the below required coverages should be submitted in writing in accordance with Section 3.5, ITB Contact and Submittal of Questions.

Proof of the following insurance will be furnished by any awardee to the College by a letter of insurability from the insurer or a Certificate of Insurance within 10 days of notification by the College.

A. **COMMERCIAL GENERAL LIABILITY**

Bodily Injury and Property Damage

\$1,000,000 combined single limit per occurrence

\$2,000,000 General Aggregate

\$2,000,000 products/completed operations aggregate

Personal and Advertising Injury

\$1,000,000 per occurrence

Policy must contain contractual liability coverage.

B. **POLLUTION LIABILITY**

\$1,000,000 combined single limit per occurrence

\$2,000,000 General Aggregate

Furnish a stand-alone Pollution Liability policy or add to the Commercial General Liability policy through endorsement.

C. **COMMERCIAL AUTOMOBILE LIABILITY** (if commercial autos will be used)

Including Owned, Non-owned and hired vehicles

Bodily Injury and Property Damage

\$1,000,000 combined single limit per occurrence

D. **WORKERS COMPENSATION**

Florida Statutory Limits - Employer's Liability

If claiming exemption from this coverage vendor must provide evidence of exemption from the State of Florida. Info found at <http://www.myfloridacfo.com/Division/WC/>

E. **PROFESSIONAL LIABILITY** (if services require a professional license)

\$1,000,000 per claim

\$2,000,000 aggregate

F. **CYBER LIABILITY** (Not Required for ITB-2021-051-EH HVAC EMS Services)

~~If vendor will have access to the college networks, systems, access to student or employee data, or at the discretion of Broward College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.~~

G. "The District Board of Trustees of Broward College, Florida" must be shown as **Additional Insured on all liability policies**, other than workers comp. Additional insured status must apply to ongoing operations as well as products and completed operations.

H. All insurance carriers must be rated A- or better by AM Best.

I. (30) Thirty Days' notice of cancellation is required on all policies.

J. All certificates must be addressed and sent to:

The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Ft. Lauderdale, FL 33309

- K. All exclusions added by endorsement must be indicated.
- L. Certificate must be signed by an authorized representative.
- M. If any of the required policies provide coverage on a “**claims-made**” basis:
Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another “claims-made” policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
- N. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The college will notify the vendor if the insurance requirements differ from those stated above.
- O. All policies must remain in effect during the performance of the contract. The Contractor shall promptly notify the College of any changes in insurance coverage or carrier.

The Vendor/Consultant/Contractor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above.

The Vendor/Consultant/Contractor shall not commence any work in connection with this agreement until they have obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall the Vendor/Consultant/Contractor allow any sub-consultant/sub-contractor/sub-vendor to commence work on its sub contract until the sub-consultant/sub-contractor/sub-vendor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Vendor/Consultant/Contractor.

The College shall be exempt from, and in no way be liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor/Consultant/Contractor and/or sub-consultant/sub-contractor/sub-vendor that obtained the insurance.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with Section 3.5, ITB Contact and Submittal of Questions.

- 3.12 **W-9 FORM:** It is a requirement of this ITB that all proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with bid or within three (3) days of notification. The W-9 form may be downloaded at www.irs.gov. Failure to submit W-9 Form as stated herein will result in proposal disqualification.
- 3.13 **DRUG-FREE WORKPLACE CERTIFICATION:** By signing Section 1 Bidder Acknowledgement, respondent certifies that it has implemented a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988. (41 U.S.C. 702-706) and pursuant to Section 287.087, Florida Statutes, as currently enacted or as amended from time to time, on preference to businesses with drug-free workplace programs.

- 3.14 **VENDOR CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College – Please fill-out Section 8, Attachment 3 – Vendor Conflict of Interest Form.
- 3.15 **PAST PROBLEMS ON PRIOR CONTRACTS:** When the Contractor or a proposed subcontractor has previously worked for the College and has received complaints from the College or has been involved in disputes with the College about the work, the Contractor is required to submit with their bid an explanation of what, if anything, the Contractor has done or will do to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior contract and any organizational, operational or other changes which have been or will be implemented. If in the sole judgment of the College the Contractor has failed to provide an adequate plan to insure that the contractual dispute previously experienced by the College will not recur, the College reserves the right to reject the bid submitted by that Contractor.
- 3.16 **AWARD:** It is necessary for a bidder to bid on every item in the Bid in order to have the bid considered. Bidder should carefully consider each item and assure that each item meets the specifications as indicated. In the event that one item bid within a group does not meet such specifications, the entire group of items bid will be disqualified.

The College may make an award to one or more Vendor(s) or may split award among Respondents. The terms of the award shall be defined in the award recommendation document. The College reserves the right to reject any or all responses, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.

During the evaluation and review of response(s), the College may consider any information or evidence which comes to its attention. This information may be utilized in determining the Respondent's capability to fully perform the services of this ITB and/or the Respondent's level of integrity and reliability that is required to assure satisfactory performance of all award or contracts produced from this ITB.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the Respondent list and not be eligible to do business with the College for two years, as described in the General Conditions.

Unit prices must be stated in the space provided on the Bid Form in Section 5. All items must have an individual cost/price. Failure to state the individual cost/price for an item in the Bid will result in disqualification of the bid.

The College reserves the right to procure goods from other bidders if: a) the awardee cannot comply with delivery requirements or specifications; b) the awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of the College to do so regardless of reason.

3.16.1 **Additional Products and/or Services May Be Added or Deleted:** Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from all awarded Bidder(s)/Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

3.16.2 If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.

3.17 **CONTRACT TERM:** The award of this bid shall establish a contract for the period **beginning with the date of award and continuing for a period of thirty-six (36) months**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the initial contract period. Items will be ordered on an as needed basis.

3.18 **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the services listed. The term of the bid shall be for **thirty-six months** and may, by mutual agreement between the College and the awardee, upon final College approval, be **renewed for two (2) additional one-year periods**.

The College, through its Procurement Services Department, will, if considering renewal/extending, request execution of a letter of intent to renew/extend from each awardee. The awardee will be notified when the recommendation has been acted upon by the College. All prices shall be firm for the initial three-years term of the contract. The successful awardee(s) agrees to this condition by signing its bid.

3.19 **NO SUBCONTRACTING:** After award of contract, the awardee **may not subcontract** any service, repair and/or preventative maintenance without the prior express written approval of the Associate Vice President or Interim Associate Vice President, Facilities College-wide Maintenance, or designee. If subcontractors are approved by BC, they must be in compliance with all licensing and certification requirements, as well as be in compliance with the security clearance set forth in General Conditions.

3.20 **PRICE ADJUSTMENTS:** Prices offered shall remain firm **through the first three (3) years of the contract**. **No price increases shall be accepted in the initial contract term. Please consider this when providing pricing for this invitation to bid (ITB).** A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, approximately (90) days prior to the first anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from BC prior to invoicing. Any unit price adjustment invoiced without written approval from BC shall not be paid and the invoice returned to the Awardee for correction. Price adjustments shall be negotiated in good faith with the awardee(s).

The College reserves the right reject any price adjustments, and to consult the U.S. Department of Labor Bureau of Labor Statistics indices or any commercial or commodity-based index related to HVAC and/or HVAC EMS or its component parts as a basis for reviewing price adjustments.

The college reserves the right to not renew any contract and to cancel renewal of any contract regardless of price considerations and to cancel any renewal of any contract.

Information on BLS indexes may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

3.21 **EQUITABLE ADJUSTMENT:** The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would

result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

3.22 **PARTIAL PAYMENT:** Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required.

3.23 **INSPECTION OF COLLEGE FACILITIES:**

3.23.1. It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from academic or other College activities.

3.23.2. Bidder, by virtue of bidding certifies that he has inspected the job site.

3.24 **ORDERING:** The awardee(s) will receive individual purchase orders on an as-needed basis specifying the "ship to" address. The College locations may issue open (blanket) purchase orders as required; minimum order quantities and/or dollar amounts are not acceptable. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Unauthorized shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College as a result.

3.25 **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The Contractor shall not sublet the work or Services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, firm or other entity without the prior written consent of the Associate Vice President of Maintenance, Interim Associate Vice President of Maintenance, or designee.

3.26 **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** Below is a listing of current College locations. The College may, during the term of the contract, add or delete service, wholly or in part, at any College district, campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar container.

A. Hugh Adams Central Campus
3501 SW Davie Road
Davie, FL 33314

North Campus
1000 Coconut Creek Blvd.
Coconut Creek, FL 33066

Judson A. Samuels South Campus
7200 Hollywood/Pines Blvd.
Pembroke Pines, FL 33024

Willis Holcombe Center
111 (Bldg. 33) East Las Olas Blvd.
Fort Lauderdale, FL 33301

Pines Center / Academic Village
16957 Sheridan St.
Pembroke Pines, FL 33331

Weston Center
4205 Bonaventure Boulevard – Suite #2
Weston, Florida 33331

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Miramar West Center
1930 SW 145 Avenue
Coral Springs, FL 33065

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33304

Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

3.27 **OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES:** Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government or public entities under the same terms and conditions and contract price(s), if agreeable by the proposer/bidder and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties, cities, state colleges and universities, and school boards. All government or public agencies allowed by the awardee to use this contract shall do so independent of any other governmental or public entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.

3.28 **HOLIDAYS:** Holiday Schedule shall be approved by the College's Contract Administrator. Broward College recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Spring Break
 - 1st or 2nd Week of March each year.
- Memorial Day Holiday
- Independence Day Holiday
- Labor Day Holiday
- Veteran's Day Holiday
- Thanksgiving Holidays
 - Thursday and Friday each year. May include Wednesday.
- Winter Holidays
 - Approximately 2 weeks in late December though first day(s) of January.

3.29 **HIPPA/FERPA CONFIDENTIALITY:** To the extent that information about the College's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164), as amended from time to time ("Protected Information"). Vendor agrees that: (i) it shall keep and maintain all "Protected Information" obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this Contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly, disclose Personal Information to any person other than authorized College employees, or as may be requested by government authorities in the lawful performance of their duties.

The Vendor shall also perform and comply with clause 60 of the General Conditions herein entitled "Background Checks".

At the request of the College, Vendor agrees to provide the College with a written statement of the procedures Vendor uses to safeguard the confidential records/Personal Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded vendor and its representatives may constitute grounds for immediate termination of contract

3.30 **STATEMENT PER FLORIDA STATUTE 1010.04:** In accordance with Florida section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute section 287.056.

- 3.31 **RESERVATION OF RIGHTS:** The College reserves the right to waive informalities and to reject any, or part of any or all responses. The College also reserves the right to conduct discussions with, and Best and Final Offers obtained from, responsible respondents who submit responses determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:
- a. Reject any and all proposals received as a result of this ITB.
 - b. Waive or decline to waive any minor informalities and any minor irregularities in any responses received. A minor irregularity is a variation from the ITB which does not affect the financials of the proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this ITB, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the ITB requirements or excuse the respondent from full compliance with the ITB specifications and other contract requirements if the respondent is awarded the contract.
 - c. Determine service and/or equipment or other equivalency to the College's specifications in evaluating bid responses.
 - d. Adopt all or any part of the respondent's response.
 - e. Negotiate changes in the scope of work or services to be provided.
 - f. Award contracts to multiple respondents.
 - g. Withhold the award of contract.
 - h. Select the respondent it deems to be most qualified to fulfill the needs of the College. The respondent with the lowest-cost response may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable response.

3.32 **COLLEGE'S RIGHT TO REJECT:**

- 3.32.1 The College reserves the right to reject any and all responses and re-advertise at any time prior to Board approval of the recommended respondent(s) and/or the negotiated agreement(s) and/or not award the contract in the best interests of the College. All costs incurred in the preparation of the Proposal and participation in this ITB process shall be borne by the respondents. Responses submitted in response to this ITB shall become the property of the College and considered public documents under applicable Florida law.
- 3.32.2 The College reserves the right to accept or reject any and all submittals, reject a submittal which is in any way incomplete, irregular or otherwise non-responsive, or to waive any technicalities or formalities in the ITB requirements when and if it is in the best interests of the College.
- 3.32.3 A submittal shall be rejected for failure to comply with the following requirements:
- The proposer is not registered and licensed in the State of Florida to provide the proposed services.
 - The submittal is not received by the College by the specified deadline.
 - The proposer has been determined to be Non-Responsible.

3.33 **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

This Solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this Solicitation, the Vendor certifies its compliance with these sections.

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SECTION 4, TECHNICAL SPECIFICATIONS, SCOPE OF WORK and RELATED SPECIAL CONDITIONS

- 4.1 **GENERAL SPECIFICATION / INTENT:** The purpose of this bid to enter into a term contract with qualified firm(s) to furnish HVAC maintenance and repair at multiple College facilities, at an hourly rate, in order to maintain efficient operation and minimize repairs while extending the life of the equipment through the implementation of a comprehensive preventive maintenance program.

Existing controls include *some* Andover Controls. Vendor must be familiar with *Automation Controls System*. Existing controls are programmed using *Andover Software*.

- 4.2 **LICENSE(S):** Awardee shall, at a minimum, hold current active licenses issued by the State of Florida Construction Industry Licensing Board, according to Florida State Statutes, Chapter 489, as follows. No other licenses will be accepted.

4.2.1 Florida State Mechanical or Florida State Class "A" Air Conditioning.

4.2.2 Refrigerant handling licensing for individual employees.

- 4.3 **PURCHASE OF PARTS:** Awardees MAY be requested to replace damaged materials in the course of repair or service to HVAC equipment. Replacement HVAC parts MAY be purchased under this contract at the discretion of the Facilities Department on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the vendor's cost-plus mark-up. Any remaining materials, after project completion, become the property of BC. The Facilities Department is under NO OBLIGATION to purchase materials under this contract if the HVAC parts and supplies can be purchased on other BC contracts.

- 4.4 **NEW MATERIAL:** Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to the College under this ITB are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

- 4.5 **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not guaranteed. Annual expenditures under this bid have been estimated at \$200,000. This figure is given strictly as an estimate for potential bidders and for bidding purposes only. A variance in actual expenditures can be expected due to "as necessary" or "emergency" procurements. Therefore, no guarantee is given or implied as to the total quantity or dollar values of this bid. The College is not obligated to place any order with vendors participating in this bid. Actual quantities ordered throughout the contract period may be greater or lesser than the bid estimates throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

- 4.6 **SCOPE OF SERVICES:** This work includes, but is not limited to, the on-site service at various campuses and facilities throughout Broward College, repair, maintenance, adjustment, preventive maintenance, inspection, cleaning, installation and replacement (as needed) of heating, ventilation and air conditioning systems for the College.

The Awardee (Contractor) shall provide the following:

All equipment, labor, engineering services and technical expertise.

All tools, equipment, instruments, gauges, parts and expendable supplies.

All parts and materials that are supplied as a result of this specification shall meet or exceed the original equipment manufacturers standards.

Scheduled service or repairs.

Non-scheduled service or repairs.

Equipment replacement.

Work performed shall meet all Florida Dept. of Education State Requirements for Educational Facilities (SREF), applicable State of Florida Building Code Requirements, FEMA rules and regulations required due to disasters/emergencies, and the highest of industry standards.

The Awardee shall comply with all federal, state and local rules, regulations and laws administered by EPA and ASHRAE. The Awardee shall be in compliance with all EPA, Federal, State, and local regulations regarding ozone depleting compounds that are used as refrigerants. The Awardee shall be aware of any and all new laws or rule changes that may be initiated during the course of this contract. It is also the responsibility of the Awardee to keep the College informed of such changes and to work with the College to assure compliance is met during the course of the contract. College buildings are open to the public and must be provided with consistently high quality air conditioning service.

- 4.7 **WORK ORDERS:** Work Orders will be placed on an as-needed basis at the direction of the Facilities Dept., with material provided under this contract to be only as specified by the District Director, Facilities College-wide Maintenance or their authorized BC designee, and must be of the highest quality while meeting all specifications, terms & conditions stated herein.

The awardee(s) will receive individual purchase orders on an as-needed basis specifying the "ship to" address. The College locations may issue open (blanket) purchase orders as required; minimum order quantities and/or dollar amounts are not acceptable. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Unauthorized shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College as a result.

- 4.8 **SUBCONTRACTING:** During the contract period, the Awardee **may not subcontract** HVAC servicing work without the express written approval of the AVP, Facilities College-wide Maintenance, and/or designee assigned. Subcontractors, if employed by the awardee, must be in compliance with all licensing and certification requirements in order for the awardee to obtain approval to utilize subcontractors.

4.9 **LOCATION AND STAFFING / EMPLOYEES:**

4.9.1 Must have a commercial office/branch staffed by its employees, with adequate storage and warehouse facilities to maintain equipment, vehicles and materials necessary for the work under this ITB, located and based within the Miami-Dade, Broward and/or Palm Beach counties, and must indicate such on the Bidder Qualification Form.

4.9.2 Adequate staff of qualified and experienced employees in air conditioning maintenance must be maintained at all times. The awardee shall supply the College with a current list of all their employees including: the full name; job title; and driver's license number. The list shall be kept current and the College informed of changes. Awardee's employees shall perform service in a proper, workman-like and dignified manner.

4.9.3 Broward College reserves the right to require the Awardee to provide additional employees or add manpower to its crew as necessary, during the course of the contract, to maintain an acceptable level of service, maintain pace of schedule or for any reasons deemed as necessary. Failure to adhere to additional manpower or employee recommendation may be cause for termination of the contract.

- 4.10 **E-VERIFICATION SYSTEM:** If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of

compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

- 4.11 **WORK TICKETS:** Awardee's service employee shall prepare an individual service ticket/work order and submit a copy at the completion of each service call. The service ticket shall, at a minimum, include the following information: (1) date and time of service; (2) physical location and address; (3) equipment description and serial number(s), (4) assigned three-digit unit number; (5) nature of the problem if applicable; (6) work to be performed (7) parts used; (8) itemized detail and cost of service parts and labor (applicable for repairs; (9) number of hours; (10) date of pick-up and anticipated date of return of replacement parts; (11) name of servicing technician(s); (12) Broward College representative's signature.

Work ticket will be made in duplicate and distributed as follows: 1) copy retained at the service location and 2) copy for the awardee (Contractor).

- 4.12 **WORK HOURS:** All regular service shall be performed during the College's normal working hours (7:00 am – 5:00 pm, Monday thru Friday), unless otherwise directed and authorized by the Facilities Department.

All costs related to hourly labor rates shall include services during normal business hours and for emergency service that is during both normal business and not during normal business hours, shall be included in your bid.

Schedule and timing for routine maintenance shall be coordinated in advance with Broward College authorized designee. Due to the nature of the college's operational needs, awardee understands and agrees that it may be necessary to perform certain services or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the college.

The contractor shall be contacted by the Manager, Energy Management Systems, or designee for dispatch of services under this contract. Due to possible emergency situations **delays in responses will not be acceptable.**

The following response time for work situations are expected at the pricing quoted on the Bid Form:

Working Hours – The standard workweek shall be considered Monday through Friday, from 7:00 AM to 5:00 PM, excluding normal federal holidays granted to College employees. All other times are considered non-standard. As directed by the Broward College authorized representative, the contractor shall work during college non-standard working hours, college off-hours, recess periods, college authorized holidays or legal holidays, and/or weekends at no additional cost to the College.

Work Scheduling – The contractor shall endeavor to complete all requested work during standard workweek hours and without the necessity of overtime labor. Should it be determined that work cannot be completed during the course of standard workweek hours, the contractor shall provide such information to authorized College representative with a request to authorize such non-standard time labor. Written authorization from the College or authorized designee/representative must be received prior to commencement of such work.

Non-Standard Hours Authorization – All work performed outside of standard working hours must be approved in advance by an authorized representative of the College. The College shall only pay the appropriate hourly rate commencing when the contractor's personnel report to the College's authorized representative and ending when the work is complete.

Commencement of Work, Preventative Maintenance, or Shipment – No commencement of work preventive maintenance, or shipment of goods shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order will be rejected.

Prior to Commencing Work – Contractor shall submit a written proposal of time and materials for each repair to the designated representative for authorization and approval prior to commencing work.

- 4.13 **EMERGENCY RESPONSE TIME AND WORK:** **Service needed in an emergency situation must be responded to within two (2) hours and must be fully performed to the extent directed by the College within ten (10) hours.** Emergency response time is of the essence in the award of this Invitation to Bid; emergency service must be available 24 Hours Per Day, 7 Days Per Week. Service needed in an emergency must be fully performed to the extent and within the time frame specified by the Project Administrator or Broward College designee. If the service cannot be completed within this time frame the College must be informed immediately and another source for this situation may be found. If a contractor fails to conform to two (2) consecutive emergency situations, Broward College reserves the right to cancel the contract.

In the case of a natural disaster/emergency, contractor shall have a team report to the College ready to work as soon as roads have been cleared. After award, contractor will receive detailed directions regarding the College's emergency policies; purchase order number will be given the contractor with hard copy of the order to follow. Only the following personnel may verbally authorize emergency services for this contract, whether in basic emergency situations or natural disaster situations:

John Dunnuck	-	Chief Operating Officer
Kenneth Klindt	-	Senior Associate Vice President, Facilities Management
TBA	-	Associate Vice President, Facilities College-Wide Maintenance
Marcus Wilson	-	Interim Associate Vice President, Facilities College-Wide Maintenance
Yohannes Asgedom	-	Manager, Energy Management Systems
Judy Schmelzer	-	Associate Vice President, Business Services & Resources
Zaida Riollano	-	District Director, Strategic Sourcing, Procurement Services Dept.

The bidder, under emergency services due to Natural Disasters/forces shall endeavor as much as physically possible to procure material and/or labor (personal services) with the disaster area.

- 4.14 **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this ITB, "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.

Deadlines:

A) Emergency work including debris removal to prevent further damage and/or threat to health, life, limb and safety must begin immediately as soon as physically possible and be completed within 30 days.

B) Permanent work must be completed within six (6) months. The College may choose to waive this permanent time frame. This waiver must be received in writing from the Associate Vice President, Facilities Collegewide Maintenance or designee.

- 4.15 **CALLBACK/FOLLOW-UP WORK:** Contractor shall complete work during the service call so as to prevent follow-up work. Callback to correct work shall not be charged to the College if, in the sole determination of the College or authorized designee, such callback is a result of improper repairs, installation, or substandard parts.
- 4.16 **PERMITS:** Awardee/Contractor shall procure all permits, licenses and certifications as may be required by Broward College, Federal, State and local laws, ordinances, rules and regulations, for the prior execution and completion of the work under this ITB.

4.17 **REQUIRED REPORTS:**

- 4.17.1 A monthly Maintenance Activity Report shall be submitted, by the fifteenth (15th) of each month, to the Facilities Department for the previous month's work and service activity.

This report shall include a general overview of maintenance and repairs performed on each unit serviced during the previous month.

This report shall also detail all refrigerant application and recovery activity for each unit serviced. All refrigerant handling activity shall be documented to be in compliance with all federal, state and local rules, regulations and laws, including EPA Standard 114. These rules and regulations shall include those provided and administered by EPA and ASHRAE, along with any and all new laws or rules or regulations changed during the course of this contract.

The activity report shall also include the following information for each service:

1. date and time;
2. name of servicing technician(s);
3. physical location and address;
4. equipment description, serial number, and three-digit unit number;
5. age of unit (estimation is acceptable if exact age is unknown);
6. general condition and estimation of useful life of the unit.

- 4.17.2 Bidder must supply the College with a semi-yearly and yearly report on all items purchased during the contract period. Report shall include model number, description, unit price and quantity. Report shall include grand total of all purchases and total by each commodity/category of item or service.

- 4.18 **LEAD FREE STATEMENT:** All material supplied to the College must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free will be supplied to The College. **No bid will be considered unless this is agreed to by the vendor.**

- 4.19 **WARRANTY:** The awardee shall fully guarantee the cost of parts and labor for a period of **one year for all items** after date of delivery, installation and acceptance by an authorized representative of the College, to provide the College with an **"on-site"** warranty. In the event a dispute on requested repairs between department/center and the bidder, the decision of the Owner (the College) shall be final and binding on both parties.

Awardee may or may not include manufacturer's warranty; however, it will be the responsibility of the awardee(s) to warrant all new purchases for **one year "on-site"** after date of delivery, installation and acceptance by an authorized representative of the College, at no additional charge to the College. **Failure to furnish full one-year warranty as specified shall result in disqualification of bid submitted.**

- 4.20 **DELIVERY/ASSEMBLY/INSTALLATION AND/OR PLACEMENT:** It shall be the responsibility of the awardee(s) to include on-site inside delivery, assembly, installation and to assure satisfactory operation and demonstration of all features, **at no additional cost.** Equipment specified shall be assembled, adjusted, operationally tested and ready for use at time of delivery. **Installation shall be completed within ten (10) days after delivery date or as required by user.**

- 4.21 **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

4.22 **INSTRUCTION MANUALS:** Awardee is required to furnish an instruction manual for bid item. Each manual shall contain definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and troubleshooting procedures.

4.23 **PRODUCT SUPPORT AND TRAINING:** Awardee shall provide, coordinate and plan, at **no additional cost**, complete product support and training for the purchased equipment for the entire contract period. Support and training shall include, but not be limited to, answering technical questions of the product, providing demonstration(s) for each purchase order's "ship to" location and troubleshooting problems of the equipment.

Awardee will be required to conduct training annually, at no cost to the College, during normal working hours and at the convenience of each individual at the College location. Awardee will be required to submit, to the appropriate College Department, a letter of training accomplishment, which will require signatures of the trainer and trainee(s) along with their respective printed names and location(s) each year of the contract period and renewal(s). This form shall be submitted to the appropriate College Department upon completion of the training session.

4.24 **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is a result of delivery or installation.

4.25 **LOCAL REPAIR FACILITY:** In order to be considered for award, bidder must have a local repair facility that can respond to service calls. For the purpose of this bid, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County. The repair station and service personnel must be authorized by the manufacturer of equipment being serviced. Proof of local repair facility that meets requirements must be submitted with the bid (See Section 6, Attachment 3 - Bidder Qualification Form) or upon request. Failure to submit the required proof with the bid, or upon request, will result in disqualification of bid submitted.

4.26 **RECYCLING:** Contractor must comply with any current or future recycling program established by the State, the county, the Municipality and/or The College. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of award.

4.27 **SUSTAINABILITY FACTORS:** Environmental factors to be considered include, but are not limited to, the life cycle assessment of: pollutant releases, toxicity, especially the use of persistent, bio accumulative, and toxic (PBT) chemicals, waste generation, greenhouse gas emissions, energy consumption, depletion of natural resources, impacts on biodiversity, giving preference to sustainable, reusable content, and recycled materials over virgin materials, as well as to conserving water and energy.

Fiscal factors to be considered include, but are not limited to:

Product performance and quality, life-cycle cost assessment; lowest total cost of ownership, impact on staff time and labor, product vendors offering to take back the products they sell when they become obsolete. Utilize vendors who offer an Extended Product Responsibility (EPR) program.

4.28 **OSHA:** The proposer warrants that the product and/or service supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered a breach of contract. Occupational Safety and Health Act (OSHA) standards shall be strictly utilized.

4.29 **PROTECTION OF PROPERTY:** The contractor shall at all times guard against damage and/or loss to the property of BC and shall replace and/or repair any loss or damages unless such is caused by the BC. BC 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.

- 4.30 **SUPERVISION:** The Contractor is to be responsible for their employees and Subcontractors, if Subcontractors are allowed. Contractor shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the college.
- 4.31 **CENTRAL RECEIVING - WAREHOUSE RECEIVING HOURS:** The Central Receiving Warehouse is open for receiving from 7:00 A.M. to 3:00 P.M. Monday through Friday except holidays and other days that the college is closed. No delivery can be accepted after 2:30 PM.
- 4.32 **STORAGE OF MATERIALS:** The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.
- 4.33 **NON-SMOKING FACILITY/CAMPUSES:**
- 4.33.1 Smoking is not permitted in any building.
- 4.33.2 Smoking is not permitted on any Campus or Center.
- 4.34 **PROBATION PERIOD:** The first three months of the contract will be considered probationary. The probationary period may be extended for an additional three month period if the College deems necessary. The College representative will notify the awardee verbally and in writing of any contract deficiencies. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Bidder/Proposer or to review its needs to re-solicit.

(Balance of page intentionally left blank.)

SECTION 5, BID FORM (PRICING)

THIS IS NOT AN ORDER

- Please see the Bid Form Excel document posted on demandstar.com.
- Bidders are requested to submit all pricing on Bid Form posted in Excel format. Bid Form is to be completed entirely. Do not change the sort order of the Bid Form, nor add additional items to the form.
- All items are to be offered/responded to. If an item is left blank, College will assume the Bidder is not offering for that specific item.
- For labor increments of less than ½ hour, established rate shall be prorated.
- All prices bid shall be in full accordance with the terms, conditions, and specifications stated herein.
- Working Hours: The standard workweek (Regular Time) shall be considered Monday through Friday, from 7:00 am to 5:00 pm, excluding normal federal holidays granted to College employees. All other times are considered non-standard.
- Overtime: After 5:00 pm and all day Saturday and Sunday.
- Contractor shall work during college non-standard working hours, college off-hours, recess periods, college authorized holidays or legal holidays, and/or weekends.
- As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.
- All costs related to hourly labor rates, whether during normal business hours or for emergency service not during normal business hours, shall be included in your bid.
- Unit prices must be fully-loaded and be inclusive of wages, response time, travel time from portal to portal, time for the preparation of estimates, supplying or acquiring materials, attending mandatory pre-job conferences, the administration of the Agreement by the Bidder for the processing of submittals, shop drawings, permits, invoices or paperwork, overhead, general and administrative expenses, and profit. There will be no separate charge to BC for any of these tasks or items.
- Unit prices billed must be for the hourly labor cost for actual work performed on the jobsite only.
- Subcontracting / Specialty Contractors hired by the Awardee for services under this contract will be provided on a strictly COST PLUS maximum of 10% arrangement only.
 - Documentation of awardee's subcontractor costs must be provided with actual invoices from the subcontractor. The cost-plus mark-up for these subcontractor services cannot exceed 10%.
- The bidder proposes and agrees to provide all materials, labor, supervision, travel, fuel cost, equipment, tools, etc., to perform the work required in accordance with the bid documents for HVAC EMS Services for the following pricing:

College may elect to supply large dollar items if it is able to procure these items at a lower cost.

ON DEMANDSTAR.COM, SEE THE SEPARATE EXCEL DOCUMENT FOR THE "SECTION 5 – BID FORM" WITH LIST OF ITEMS.

The excel "Bid Form" is multiple pages.

SUBMIT YOUR BID PRICING USING THE EXCEL "Bid Form".

COMPANY REPRESENTATIVE: Bidder(s) must indicate in the space provided the name, street address, email address, and telephone number of the representative who could make scheduled visits to the College end users and who will be available upon request to resolve service, billing and delivery problems.

Failure to indicate a company representative will result in disqualification of bid submitted.

- Name: _____

- Street Address: _____
- Email: _____
- Telephone #: _____
- Fax #: _____
- Email: _____

SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION:

NOTE TO BIDDER: Review General Condition 49 prior to completing this bid.

Bidder must indicate responses in the space provided below:

Bidder is certified as Small Diverse Small Business (SDSB) as defined in the College Policy 6Hx2-6.36

NO YES

If yes, Bidder must provide and attach to their bid submittal a copy of their certification as defined in Policy 6Hx2-6.36, and from one of the accepted seven certifying agencies.

Indicate the SDSB group owning controlling interests in the firm in the space provided below:

SSDB group owning controlling interests is: _____

Bidder is NOT certified as SDSB, but has provided a detailed SDSB participation/utilization plan to show how it will incorporate at least 5 percent (5%) SDSB participation. College recognizes 2nd and 3rd tier spends.

NO YES

BIDDER FIRM NAME: _____

Signature: _____

Print name: _____

END of BID FORM

SECTION 6, GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College, and information, data and documents made available by the College in connection with this solicitation have been provided solely and exclusively for information purposes and without representation, warranty, guarantee or promise by the College, expressed or implied, with respect to accuracy, completeness or fitness or usability for any purpose. Respondent will at its cost perform due diligence, site evaluation and pre-construction activities at its cost and will rely solely and exclusively on the results of such activities and its experience and expertise and not on any statement, projection, estimate, description, information, data or document furnished by the College. The College will deliver the leased property and project site to party awarded the contract as-is, where-is, with all improvements, buildings, structures, infrastructure, defects and deficiencies, and with no representation, warranty, guarantee, promise, indemnity or other undertaking, express or implied, regarding the condition of the leased property or the project site or marketability, suitability for permitted use or value.
2. **AWARD.** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for two (2) additional one year periods and/or 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is a) no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the awardee shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondents name, proposal number, and item number. Such samples when requested by the College must be furnished no later than 72 hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **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.
15. **DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.

16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If Installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.
18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **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 be 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.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer flex week, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** 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 the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies. The College disclaims any liability, obligation or responsibility for the payment of consequential, special, indirect, incidental or other similar damages incurred or sustained by respondent in any way arising out of or relating to this solicitation.

31. **LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
 - a. Any agreement resulting from the award of this solicitation; then
 - b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - c. this solicitation; then
 - d. respondent's proposal.

In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.
37. **OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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 [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.
42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the College.
43. **INDEMNIFICATION:**
 - a. By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.
 - b. By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.
44. **SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all

Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

45. **GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **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.
48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
 - a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - b. Federal tax on transportation of property.
 - c. Cost of Municipal Building Permits.
 - d. Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of submitting a proposal agree to this condition.
49. **SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any BC contractor found in violation of this policy will be removed from BC's vendor list and prohibited from bidding on BC goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

50. **SUSTAINABILITY AND RECYCLING:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **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.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the college determines that payment in excess to those agreed to hereunder have been made to Contractor, Contractor agrees to return payment to the College within 30 days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "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.
57. **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 (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **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.

59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment from an employer other than the College).
61. **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. 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".

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, Procurement Services Department, 6400 N.W 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services 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 Procurement Services 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 Procurement Services 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. of the next calendar day that is not a Saturday or 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". 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 vendor 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, 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. Upon payment of such costs and charges by the protestant, the bond shall be returned. 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.

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, Procurement Services Department, 6400 N.W 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business

Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.

64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.
65. **FLORIDA STATUTE #283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE #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.

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**See separate documents on demandstar.com
(Attachment 1a,
Attachment 1b, and
Attachment 1c)**

SECTION 8, ATTACHMENT 1
BIDDER QUALIFICATION FORM

BIDDER QUALIFICATION FORM

1. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

Legal Name of Company/Bidder: _____

Address of the principal place of business is: _____

Phone Number: (____) _____ Fax Number: (____) _____

website: _____

The business is a (mark an X next to form of business entity):
Corporation: _____ LLC: _____ Partnership: _____ Individual: _____

The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

_____ TITLE: _____
_____ TITLE: _____
_____ TITLE: _____
_____ TITLE: _____

Number of years in business under this same name: _____

Number of years in business under same ownership: _____

Dun & Bradstreet Number (DUNS #): _____

2. **Date of Organization or Incorporation:** _____

3. **Office Organization:**

Contact Person: _____

Email address for Contact Person: _____

Phone Numbers for Contact Person: DAY: _____ NIGHT: _____

On-Site Supervisor (for Service Vendors): _____

Email address for On-Site Supervisor: _____

Phone Numbers for On-Site Supervisor: DAY: _____ NIGHT: _____

4. **Licenses Holder's Name:** **Type of License, Entity Issuing, and Number:**
May list on separate page and attach.

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

5. **Certificates Holder's Name (technicians and others):** **Type of Certificate, Entity Issuing, and Number:**
May list on separate page and attach.
Submit proof of certification(s) such as a copy of the certification.

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

6. **Experience:**
May list on separate page and attach.

Proposer must demonstrate a strong documented track record of current engagement and successfully completed services, as specified in the Technical Specifications, Scope of Work section of this solicitation, and are normally and routinely engaged in **directly** and predominately performing HVAC contractor services which include service to commercial HVAC EMS.

Proposer must have and demonstrate a minimum of five (5) years' experience in provision of commercial HVAC EMS services.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>	<u>CONTRACT PERIOD</u>
---------------------	----------------	-----------------------	---------------------	----------------------	------------------------

1. _____

2. _____

3. _____

4. _____

5.

7. Have you ever failed to complete a contract awarded to you? If so, state where, when and why?

8. List any account that canceled your service in the last two years.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>CONTRACT PERIOD</u>
---------------------	----------------	-----------------------	---------------------	------------------------

1.

2.

3.

4.

5.

9. Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency?

10. **Insurance Carrier:**

Name:

Address:

Contact Person: _____ Telephone No. _____

11. **References:**

Submit at least five client references, preferably higher education clients, for which bidder/proposer has performed (or is currently performing) work similar in nature and size as the project/service/goods described herein during the last two (2) year period. Understand that each client may be contacted to verify the validity of the partnership between the Bidder and the client.

Client Name	
Address of Client	
Client Contact Name	
Contact Title	
Contact Email Address	
Contact Phone Number	
Contact Title	
Is Client a college or university?	Yes ____ No ____
Duration of Client Relationship:	Date Started _____ Date Ended: _____ for _____ Total Years.
Additional Information (attach pages as necessary): Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.	

Failure to provide any required information, licenses, certifications, or any other required documents in accordance with these instructions will likely result in disqualification of the submittal as non-responsive.

END of BIDDER QUALIFICATION FORM

SECTION 8, ATTACHMENT 2
VENDOR CONFLICT OF INTEREST FORM

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their response the name of any officer, director, employee or agent of firm who is also an employee of Broward College or an immediate family member of an employee of Broward College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES

If Yes, please explain below:

BIDDER'S FIRM NAME: _____

Print name and title: _____

Signature: _____

(Balance of page intentionally left blank.)

SECTION 9, ATTACHMENT 1

STATEMENT OF "NO" BID

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

BROWARD COLLEGE
Procurement Services Department
6400 NW 6th Way, 2nd Floor
Fort Lauderdale, Florida 33301

This information will help the College in the preparation of future Bids and RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Bid:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

BID NO. 2021-051-EH for HVAC EMS SERVICES

BID FORM (PRICING) - THIS IS NOT AN ORDER

To be considered, provide pricing on Excel Bid Form. Note: Bid Form contains several pages.

BIDDER'S COMPANY NAME:

GROUP 1:

HOURLY LABOR RATE - SERVICE DURING NORMAL BC BUSINESS HOURS (7:00 am to 5:00 pm, Monday to Friday):

ITEM #1 HVAC Technician and support:

	<u>Description</u>	<u>PRICE</u>	<u>UNIT</u>
		(enter price rates to two decimal places)	
A.	HVAC Technician Journeyman		Hour
B.	Mechanic		Hour
C.	Apprentice		Hour
D.	Installer		Hour
E.	Laborer/Helper		Hour
F.	Supervisor		Hour
G.	HVAC Technician Journeyman		1/2 Hour
H.	Mechanic		1/2 Hour
I.	Apprentice		1/2 Hour
J.	Installer		1/2 Hour
K.	Laborer/Helper		1/2 Hour
L.	Supervisor		1/2 Hour
	<u>TOTAL Group 1 (Sum of Group 1, A through L inclusive):</u>	\$0.00	

SEE PAGEs BELOW FOR			
ADDITIONAL REQUIRED INFORMATION (FOR INFORMATIONAL PURPOSES)			
ADDITIONAL REQUIRED INFORMATION (FOR INFORMATIONAL PURPOSES)			
OVERTIME: State the times, in the space provided below, when overtime rates apply other than Broward College normal working hours of 7:00 am to 5:00 pm, Monday to Friday:			
	<u>The overtime times are:</u>		
WEEKDAY: Weekday overtime labor rates other than normal BC working hours:			
HVAC Technician and support (for Weekday overtime):			
Item #	Description	PRICE	UNIT
		<u>(enter price rates to two decimal places)</u>	
1.	HVAC Technician Journeyman		Hour
2.	Mechanic		Hour
3.	Apprentice		Hour
4.	Installer		Hour
5.	Laborer/Helper		Hour
6.	Supervisor		Hour
7.	HVAC Technician Journeyman		1/2 Hour
8.	Mechanic		1/2 Hour
9.	Apprentice		1/2 Hour
10.	Installer		1/2 Hour
11.	Laborer/Helper		1/2 Hour

12.	Supervisor		1/2 Hour
WEEKEND & HOLIDAY: Weekend overtime labor rates for all day on Saturdays and Sundays or holiday hours.			
HVAC Technician and support (for weekend or holiday overtime):			
Item #	Description	PRICE	UNIT
		(enter price rates to two decimal places)	
1.	HVAC Technician Journeyman		Hour
2.	Mechanic		Hour
3.	Apprentice		Hour
4.	Installer		Hour
5.	Laborer/Helper		Hour
6.	Supervisor		Hour
7.	HVAC Technician Journeyman		1/2 Hour
8.	Mechanic		1/2 Hour
9.	Apprentice		1/2 Hour
10.	Installer		1/2 Hour
11.	Laborer/Helper		1/2 Hour
12.	Supervisor		1/2 Hour

See next page.			
EMERGENCY SERVICE NOT DURING NORMAL BUSINESS HOURS:			
Bidder must state, in the space provided here, the minimum number of hours necessary for compensation for Emergency Service (may not exceed 4 hours any period on the clock, any day, any time):			
	<u>The Minimum Number of Hours is:</u>		
HVAC Technician and support (for Emergency Services Not During Normal Business Hours):			
Item #	Description	PRICE	UNIT
		(enter price rates to two decimal places)	
1.	HVAC Technician Journeyman		Hour
2.	Mechanic		Hour
3.	Apprentice		Hour
4.	Installer		Hour
5.	Laborer/Helper		Hour
6.	Supervisor		Hour
7.	HVAC Technician Journeyman		1/2 Hour
8.	Mechanic		1/2 Hour
9.	Apprentice		1/2 Hour
10.	Installer		1/2 Hour
11.	Laborer/Helper		1/2 Hour

12.	Supervisor		1/2 Hour
HVAC PARTS:			
Maximum mark-up percentage: All supplies and materials (to be furnished by Contractor if and when requested by BC) under this contract shall be at Contractor's actual cost plus mark-up of no greater than maximum mark-up percentage bid. Documentation of awardee's cost must be provided with bonafide complete itemized invoices from the supplier showing materials/supplies purchased and Proposer's cost.			
Unit prices must be inclusive of response time, travel time from portal to portal, time for the preparation of estimates, supplying or acquiring materials, attending mandatory pre-job conferences, and the administration of the Agreement by the Bidder for the processing of submittals, shop drawings, permits, invoices or paperwork. There will be no separate charge to BC for any of these tasks. Unit prices billed must be for the hourly labor cost for actual work performed on the jobsite only.			
Documentation of awardee's actual cost must be provided with bonifide complete itemized invoices from the awardee's supplier showing parts, materials and supplies purchased and awardee's cost.			
The cost-plus mark-up to awardee's supplier or Dealer cost for these materials cannot exceed the percentage indicated below by bidder.			
Provide mark-up on any parts, materials and supplies required to be used in repairs.			
Unit prices must be inclusive of wages, overhead, profit and general and administrative expenses.			
No mark-up of sales tax is allowed.			
Provide maximum percentage in the space below, not to exceed 10 %. Provide to two decimal places.			
Parts, Materials, Supplies Cost-Plus Mark-Up Percentage Maximum			%
SMALL DIVERSE BUSINESS (SDB) PARTICIPATION:			
NOTE TO BIDDER: Review General Condition 50 prior to completing this bid.			
Bidder must indicate responses in the space provided below:			

	Bidder is certified as SDSB as defined in Broward College Policy 6Hx2-6.36:	NO: _____	YES: _____
	If yes, Bidder must provide and attach to their bid submittal a copy of their certification as defined in Policy 6Hx2-.6.36, and from one of the accepted seven certifying agencies.		
	Indicate the SDB group owning controlling interests in the firm in the space provided below:		
	SDB group owning controlling interests is:		
	Bidder is NOT certified as SDB, but has provided an SDB participation/utilization plan to show how it will incorporate at least 5 percent SDB participation:	NO: _____	YES: _____
END of BID SUMMARY FORM			

ITB-2021-051-EH

HVAC Energy Management System Services

June 18, 2021

RECOMMENDATION TO AWARD

Estimated Expenditure: The estimated cumulative expenditure for the initial three-year contract period is \$1,500,000. However, expenditures are subject to change based on usage and approved budget.

Justification: ITB-2021-051-EH was released requesting bids to establish a contract with a responsive and responsible bidder, licensed by State of Florida, who is qualified to provide HVAC maintenance, service and repair to equipment, at an hourly rate, in order to maintain efficient operation and minimize repairs while extending the life of the equipment through the implementation of a comprehensive maintenance program of existing equipment and including any future equipment that may currently be under warranty or that may be purchased by the College. Services will be required at multiple College campuses and facilities.

This recommendation for award establishes a thirty-six (36) month contract with two (2) additional one-year renewal periods under the same terms, conditions, and specifications, subject to the College's approval.

Established pricing will remain firm throughout the first three (3) years contract period. Based on approved budget, the department may exercise the option to renew the contract for the duration identified in the solicitation.

Bids were received from the following two (2) bidders:

- Pilar Services, Inc.
- Thermal Concepts, Inc.

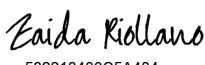
Recommendation: Award to the following two (2) qualified bidders, meeting terms, conditions:

- Pilar Services, Inc.
- Thermal Concepts, Inc.

Bid Notice released on February 26, 2021, through DemandStar (Onvia):

Total Bidders Notified	<u>573</u>	Planholders	<u>30</u>
M/WBE/SDB Bidders Notified	<u>188</u>	M/WBE/SDB Planholders	<u>7</u>

Date: 6/18/2021

DocuSigned by:

 582218400C5A484...
 By: _____
 Zaida Riollano, District Director, Strategic Sourcing,
 Procurement Services

Date: _____

By: _____
 Judy Schmelzer, AVP, Business Services & Resource Management
 Approved via MinuteTraq

Date: _____

By: _____
 John Dunnuck, Senior Vice President, Finance & Operations
 Approved via MinuteTraq



Procurement Services Department
 6400 NW 6th Way, 2nd Floor
 Fort Lauderdale, FL 33309
 Ph: 954-201-7455
 Fax: 954-201-7330
www.broward.edu/procurement

ITB-2021-051-EH

HVAC Energy Management System Services

June 18, 2021

RECOMMENDATION TO AWARD

Estimated Expenditure: The estimated cumulative expenditure for the initial three-year contract period is \$1,500,000. However, expenditures are subject to change based on usage and approved budget.

Justification: ITB-2021-051-EH was released requesting bids to establish a contract with a responsive and responsible bidder, licensed by State of Florida, who is qualified to provide HVAC maintenance, service and repair to equipment, at an hourly rate, in order to maintain efficient operation and minimize repairs while extending the life of the equipment through the implementation of a comprehensive maintenance program of existing equipment and including any future equipment that may currently be under warranty or that may be purchased by the College. Services will be required at multiple College campuses and facilities.

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Bids were received from the following two (2) bidders:

- Pilar Services, Inc.
- Thermal Concepts, Inc.

Recommendation: Award to the following two (2) qualified bidders, meeting terms, conditions:

- Pilar Services, Inc.
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Bid Notice released on February 26, 2021, through DemandStar (Onvia):

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M/WBE/SDB Bidders Notified	<u>188</u>	M/WBE/SDB Planholders	<u>7</u>

Date: 6/18/2021

By: _____

DocuSigned by:

Zaida Riollano

582218400C5A484...

Zaida Riollano, District Director, Strategic Sourcing,
Procurement Services

DocuSigned by:

Judy Schmelzer

A95183A51172485

Date: 9/30/2021

By: _____

Judy Schmelzer, AVP, Business Services & Resource Management
Approved via MinuteTraqDate: 9/30/2021

By: _____

DocuSigned by:

John Dunmuck

1748ED749A745435K

John Dunmuck, Senior Vice President, Finance & Operations
Approved via MinuteTraq



AMENDMENT #1 TO THE HVAC ENERGY MANAGEMENT SYSTEM SERVICES AGREEMENT

THIS AMENDMENT is made and entered into as of this ____ day of _____, 20____, by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

THERMAL CONCEPTS, INC.
(hereafter referred to as Vendor),
a company,
who is located at
2201 College Avenue, Davie, Florida 33317

WHEREAS the parties entered an Agreement for **HVAC ENERGY MANAGEMENT SYSTEM SERVICES (ITB-2021-051-EH)** with an Effective Date of September 30, 2021;

WHEREAS the Agreement may be amended only when reduced to writing and signed by both parties; and,

WHEREAS the parties desire to amend the Agreement.

NOW and **THEREFORE**, the **HVAC ENERGY MANAGEMENT SYSTEM SERVICES (ITB-2021-051-EH)** Agreement is amended as follows:

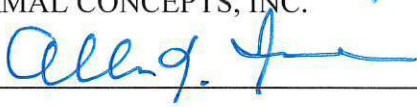
1. **Pricing.** Effective as of September 30, 2024, the attached Exhibit A-1 Pricing Revised replaces Exhibit A-1 Pricing.
2. **Confidentiality Requirements Not Applicable.** Notwithstanding anything to the contrary in this Agreement, College shall have the right to include the Agreement in the College’s Board of Trustees agenda materials. Agendas and related materials are posted online on the College’s website and all materials referenced on the agenda are available for viewing by anyone who accesses the agenda.
3. **Authority.** Each person signing this Amendment on behalf of a party individually warrants that he or she has full legal power to execute this Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Amendment.

4. **Signatures.** This Amendment may be signed and sent electronically by the parties. All signed counterparts will be deemed originals and together shall constitute the entire Amendment.
5. **No further amendments.** All remaining terms in the Agreement remain the same, including but not limited to any termination rights granted to BC in the Agreement, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums, and/or amendments applicable hereto.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Amendment on the date first written above.

FOR VENDOR

THERMAL CONCEPTS, INC.

By 

Name ALLEN D. IRVINE

Title CHIEF OPERATING OFFICER

DATE: NOV. 5, 2024

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____

Name _____

Title _____

ITB-2021-051-EH - HVAC ENERGY MANAGEMENT SYSTEM SERVICES

EXHIBIT A-1 PRICING - REVISED

THERMAL CONCEPTS			
GROUP 1:			
HOURLY LABOR RATE - SERVICE DURING NORMAL BC BUSINESS HOURS (7:00 am to 5:00 pm, Monday to Friday).			
ITEM #1 HVAC Technician and Support.			
<u>Item #</u>	<u>Description</u>	<u>PRICE</u>	<u>UNIT</u>
A.	HVAC Technician Journeyman	\$85.00	Hour
B.	Mechanic	\$85.00	Hour
C.	Apprentice	\$0.00	Hour
D.	Installer	\$85.00	Hour
E.	Laborer/Helper	\$0.00	Hour
F.	Supervisor	\$85.00	Hour
G.	HVAC Technician Journeyman	\$42.50	1/2 Hour
H.	Mechanic	\$42.50	1/2 Hour
I.	Apprentice	\$0.00	1/2 Hour
J.	Installer	\$42.50	1/2 Hour
K.	Laborer/Helper	\$0.00	1/2 Hour
L.	Supervisor	\$42.50	1/2 Hour
<u>TOTAL Group 1 (Sum of Group 1, A through L inclusive):</u>		\$510.00	
<u>OVERTIME:</u> Times when overtime rates apply other than <u>Broward College normal working hours of 7:00 am to 5:00 pm, Monday to Friday.</u>			
<u>The overtime times are: After 5:00 pm and all day Saturday and Sunday</u>			
<u>WEEKDAY:</u> Weekday overtime labor rates other than normal BC working hours.			
HVAC Technician and support (for Weekday overtime):			
<u>Item #</u>	<u>Description</u>	<u>PRICE</u>	<u>UNIT</u>
1.	HVAC Technician Journeyman	\$127.50	Hour
2.	Mechanic	\$127.50	Hour
3.	Apprentice	\$0.00	Hour
4.	Installer	\$127.50	Hour
5.	Laborer/Helper	\$0.00	Hour

ITB-2021-051-EH - HVAC ENERGY MANAGEMENT SYSTEM SERVICES

EXHIBIT A-1 PRICING - REVISED

6.	Supervisor	\$127.50	Hour
7.	HVAC Technician Journeyman	\$63.75	1/2 Hour
8.	Mechanic	\$63.75	1/2 Hour
9.	Apprentice	\$0.00	1/2 Hour
10.	Installer	\$63.75	1/2 Hour
11.	Laborer/Helper	\$0.00	1/2 Hour
12.	Supervisor	\$63.75	1/2 Hour

WEEKEND & HOLIDAY: Weekend overtime labor rates for all day on Saturdays and Sundays or holiday hours.

HVAC Technician and support (for weekend or holiday overtime):

<u>Item #</u>	<u>Description</u>	<u>PRICE</u>	<u>UNIT</u>
1.	HVAC Technician Journeyman	\$127.50	Hour
2.	Mechanic	\$127.50	Hour
3.	Apprentice	\$0.00	Hour
4.	Installer	\$127.50	Hour
5.	Laborer/Helper	\$0.00	Hour
6.	Supervisor	\$127.50	Hour
7.	HVAC Technician Journeyman	\$63.75	1/2 Hour
8.	Mechanic	\$63.75	1/2 Hour
9.	Apprentice	\$0.00	1/2 Hour
10.	Installer	\$63.75	1/2 Hour
11.	Laborer/Helper	\$0.00	1/2 Hour
12.	Supervisor	\$63.75	1/2 Hour

EMERGENCY SERVICE NOT DURING NORMAL BUSINESS HOURS:

Mimum number of hours necessary for compensation for Emergency Service (may not exceed 4 hours any period on the clock, any day, any time).

The Minimum Number of Hours is:

4

HVAC Technician and Support (for Emergency Services Not During Normal Business Hours):

<u>Item #</u>	<u>Description</u>	<u>PRICE</u>	<u>UNIT</u>
1.	HVAC Technician Journeyman	\$127.50	Hour
2.	Mechanic	\$127.50	Hour
3.	Apprentice	\$0.00	Hour

ITB-2021-051-EH - HVAC ENERGY MANAGEMENT SYSTEM SERVICES

EXHIBIT A-1 PRICING - REVISED

4.	Installer	\$127.50	Hour
5.	Laborer/Helper	\$0.00	Hour
6.	Supervisor	\$127.50	Hour
7.	HVAC Technician Journeyman	\$63.75	1/2 Hour
8.	Mechanic	\$63.75	1/2 Hour
9.	Apprentice	\$0.00	1/2 Hour
10.	Installer	\$63.75	1/2 Hour
11.	Laborer/Helper	\$0.00	1/2 Hour
12.	Supervisor	\$63.75	1/2 Hour

HVAC PARTS.

Maximum mark-up percentage. All supplies and materials (to be furnished by Contractor if and when requested by BC) under this contract shall be at Contractor's actual cost plus mark-up of no greater than maximum mark-up percentage bid. Documentation of contractor's cost must be provided with bonafide complete itemized invoices from the supplier showing materials/supplies purchased and contractor's cost.

Unit prices must be inclusive of response time, travel time from portal to portal, time for the preparation of estimates, supplying or acquiring materials, attending mandatory pre-job conferences, and the administration of the Agreement by the Bidder for the processing of submittals, shop drawings, permits, invoices or paperwork. There will be no separate charge to BC for any of these tasks. Unit prices billed must be for the hourly labor cost for actual work performed on the jobsite only.

Unit prices must be inclusive of wages, overhead, profit and general and administrative expenses.

No mark-up of sales tax is allowed.

Parts, Materials, Supplies Cost-Plus Mark-Up Percentage Maximum	22.50%
--	---------------



**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of September 30, 2021 between the District Board of Trustees of Broward College, Florida ("College") _____ and Thermal Concepts, Inc. ("Vendor") (collectively, the "Parties"), will be in effect until three (3) years plus any renewals ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Yohannes Asgedom, @yasgedom@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) 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 Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$see Exhibit C in general liability insurance, \$see Exhibit C in automobile liability insurance, \$see Exhibit C in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

31. EMPLOYMENT BENEFITS.

Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

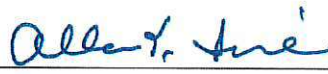
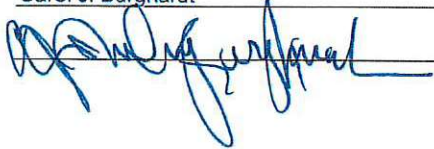
Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

DS
JD
College

A.D. Irvine
Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>THERMAL CONCEPTS, INC.</u>	Tax ID No.	<u>59-2317557</u>
Authorized Representative	<u>Allen D. Irvine</u>	Title	<u>Chief Oper. Officer</u>
Address	<u>2201 College Avenue</u> <u>Davie, Fl 33317</u>	Telephone	<u>954-472-4465</u>

Signature of Vendor	<u></u>	Date	<u>June 7, 2021</u>
Attested By Name (type)	<u>Carol J. Burghardt</u>	Title	<u></u>
Signature of Attester	<u></u>	Date Signed	<u>June 7, 2021</u>

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____


AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President John Dunnuck _____ Title SVP Finance & Operations

Signature  Date 9/30/2021

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

EXHIBIT A-1 PRICING			
		Thermal Concepts	
GROUP 1:			
HOURLY LABOR RATE - SERVICE DURING NORMAL BC BUSINESS HOURS (7:00 am to 5:00 pm, Monday to Friday):			
ITEM #1 HVAC Technician and support:			
	<u>Description</u>	<u>PRICE</u>	<u>UNIT</u>
		(enter price rates to two decimal places)	
A.	HVAC Technician Journeyman	\$80.00	Hour
B.	Mechanic	\$80.00	Hour
C.	Apprentice	\$0.00	Hour
D.	Installer	\$80.00	Hour
E.	Laborer/Helper	\$0.00	Hour
F.	Supervisor	\$90.00	Hour
G.	HVAC Technician Journeyman	\$40.00	1/2 Hour
H.	Mechanic	\$40.00	1/2 Hour
I.	Apprentice	\$0.00	1/2 Hour
J.	Installer	\$40.00	1/2 Hour
K.	Laborer/Helper	\$0.00	1/2 Hour
L.	Supervisor	\$45.00	1/2 Hour
	<u>TOTAL Group 1 (Sum of Group 1, A through L inclusive):</u>	\$495.00	
SEE PAGEs BELOW FOR			



ADDITIONAL REQUIRED INFORMATION (FOR INFORMATIONAL PURPOSES)			
ADDITIONAL REQUIRED INFORMATION (FOR INFORMATIONAL PURPOSES)			
OVERTIME: State the times, in the space provided below, when overtime rates apply other than Broward College normal working hours of 7:00 am to 5:00 pm, Monday to Friday:			
WEEKDAY: Weekday overtime labor rates other than normal BC working hours:			
HVAC Technician and support (for Weekday overtime):			
Item #	Description	PRICE	UNIT
		<u>(enter price rates to two decimal places)</u>	
1.	HVAC Technician Journeyman	\$120.00	Hour
2.	Mechanic	\$120.00	Hour
3.	Apprentice	\$0.00	Hour
4.	Installer	\$120.00	Hour
5.	Laborer/Helper	\$0.00	Hour
6.	Supervisor	\$125.00	Hour
7.	HVAC Technician Journeyman	60	1/2 Hour
8.	Mechanic	60	1/2 Hour
9.	Apprentice	0	1/2 Hour
10.	Installer	60	1/2 Hour
11.	Laborer/Helper	0	1/2 Hour
12.	Supervisor	62.5	1/2 Hour



WEEKEND & HOLIDAY: Weekend overtime labor rates for all day on Saturdays and Sundays or holiday hours.			
HVAC Technician and support (for weekend or holiday overtime):			
Item #	Description	PRICE	UNIT
		(enter price rates to two decimal places)	
1.	HVAC Technician Journeyman	\$120.00	Hour
2.	Mechanic	\$120.00	Hour
3.	Apprentice	\$0.00	Hour
4.	Installer	\$120.00	Hour
5.	Laborer/Helper	\$0.00	Hour
6.	Supervisor	\$125.00	Hour
7.	HVAC Technician Journeyman	60	1/2 Hour
8.	Mechanic	60	1/2 Hour
9.	Apprentice	0	1/2 Hour
10.	Installer	60	1/2 Hour
11.	Laborer/Helper	0	1/2 Hour
12.	Supervisor	62.5	1/2 Hour
See next page.			
EMERGENCY SERVICE NOT DURING NORMAL BUSINESS HOURS:			
Bidder must state, in the space provided here, the minimum number of hours necessary for compensation for Emergency Service (may not exceed 4 hours)			



any period on the clock, any day, any time):			
		The Minimum Number of Hours is:	4
HVAC Technician and support (for Emergency Services Not During Normal Business Hours):			
Item #	Description	PRICE	UNIT
		<i>(enter price rates to two decimal places)</i>	
1.	HVAC Technician Journeyman	\$120.00	Hour
2.	Mechanic	\$120.00	Hour
3.	Apprentice	\$0.00	Hour
4.	Installer	\$120.00	Hour
5.	Laborer/Helper	\$0.00	Hour
6.	Supervisor	\$125.00	Hour
7.	HVAC Technician Journeyman	60	1/2 Hour
8.	Mechanic	60	1/2 Hour
9.	Apprentice	0	1/2 Hour
10.	Installer	60	1/2 Hour
11.	Laborer/Helper	0	1/2 Hour
12.	Supervisor	62.5	1/2 Hour
HVAC PARTS:			
Maximum mark-up percentage: All supplies and materials (to be furnished by Contractor if and when requested by BC) under this contract shall be at Contractor's actual cost plus mark-up of no greater than maximum mark-up percentage bid. Documentation of awardee's cost must be provided with bonafide complete itemized invoices from the supplier showing materials/supplies purchased and Proposer's cost.			
Unit prices must be inclusive of response time, travel time from portal to portal, time for the preparation of estimates, supplying or acquiring materials, attending mandatory pre-job conferences, and the administration of the Agreement by the Bidder for the processing of submittals, shop drawings, permits, invoices or paperwork. There will be no separate charge to BC for any of these tasks. Unit prices billed must be for the hourly labor cost for actual work performed on the jobsite only.			
Documentation of awardee's actual cost must be provided with bonifide complete itemized invoices from the			



EXHIBIT "C"
SPECIAL PROVISIONS

The purpose of this Exhibit "C" is to delineate any and all changes, deletions and/or additions to the General Terms & Conditions. In the event of any conflict between this Exhibit "C" and any other provision specified in this Contract, this Exhibit "C" shall take precedence.

The insurance amounts referenced in section 22 Insurance are as follows:

Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

A. Commercial General Liability Insurance:

- | | |
|----------------------------------|-------------|
| 1. Each Occurrence | \$1,000,000 |
| 2. Personal & Adv Injury | \$1,000,000 |
| 3. General Aggregate | \$2,000,000 |
| 4. Products-Completed Operations | \$2,000,000 |

Policy must contain contractual liability coverage.

(Commercial General Liability includes but is not limited to: consumption or use of products, existence of equipment or machines on location and contractual obligations to customers.)

B. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with this Contract \$1,000,000.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Pollution Liability with coverage of \$1M combined single limit per occurrence and \$2,000,000 general aggregate.

Furnish a stand-alone Pollution Liability policy or add to the Commercial General Liability policy through endorsement.

E. Professional Liability (If work or labor requires a professional certificate or certification to practice, such as an accountant, architect, physician, engineer, etc., the liability policies shall include coverage with of \$1,000,000 per occurrence and \$2,000,000 general aggregate).

Add the following:

E-Verify.

If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the



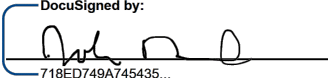
work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

Additional Exhibits.

Section 34 is added as follows:

The Parties agree to incorporate by reference Exhibit D Non-Disclosure Agreement and the Federally Funded Projects Addendum.

BC APPROVED

By:  Date: 9/30/2021
DocuSigned by:
718ED749A745435...

VENDOR APPROVED

By: Allen T. Shive Date: 06/25/2021



CONTRACT FOR SERVICES

Exhibit D

Non-Disclosure Agreement

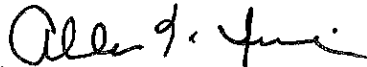
- 1) Subject to Chapter 119, Florida Statutes and any and all other applicable laws, Receiving Party and any person who reviews or has access to Information from Disclosing Party hereunder shall safeguard the Information against disclosure by employing the same means to protect the Information as that Party uses to protect its own non-public, confidential, sensitive, or proprietary information, but in no event less than means consistent with prudent industry practices for the protection and safeguarding of confidential information. The Receiving party shall use the Information solely and exclusively for purposes relating to the Project and any resulting design, and/or construction of the Project (the "Purpose"), and no other purpose. Receiving Party shall not itself, nor shall it permit its employees, contractors, consultants and/or agents to, disclose to any person, corporation or other entity the Information without the prior written consent of the Disclosing Party, provided, however, a Receiving Party may distribute the Information to its officers, employees, agents and consultants and others who have a need for such Information for the permitted Purpose. Prior to disclosure of the Information to any individual, the Receiving Party shall ensure that the individual is informed of the terms, conditions and requirements of this Agreement and shall ensure that the recipient complies with the terms of this Agreement as if the recipient were a party to this Agreement. The Receiving Party shall immediately inform the Disclosing Party of any unauthorized access to, disclosure or use of Confidential Information and any other breach by the Receiving Party of its obligations and covenants hereunder, and the Receiving Party at no cost to the Disclosing Party shall cooperate with and support efforts of the Disclosing Party to address such unauthorized access disclosure or use or other breach. In the event that the Receiving Party or any recipient becomes obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information of the Disclosing Party, the Receiving Party shall give the Disclosing Party prompt prior written notice of such requirement and shall cooperate with the Disclosing Party at no cost to the Disclosing Party in efforts to seek a protective order or other appropriate remedy which prevents, restricts, limits, conditions or otherwise limits the disclosure of the Information. The Receiving Party shall return to the Disclosing Party upon the Disclosing Party's written request therefor any or all of the Information disclosed by the Disclosing Party as well as any documents containing Information, such as notes, summaries, extracts and other such documents, regardless of the medium in which the documents are created, stored, retrieved or accessed. Disclosing Party is not obligated to disclose any Information. No right, title, interest or license is



granted to Receiving Party in relation to the Information except as expressly set out in this Agreement. Disclosing Party makes no representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Information or its suitability for any purpose or use. Receiving Party and Disclosing Party each acknowledge that damages would not be an adequate remedy for breach of this Agreement and the non-breaching party is entitled to the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of this Agreement. Disclosing Party shall be entitled to recover, in addition to any other remedy or relief, an award of attorneys' fees incurred in connection with the enforcement or interpretation of this Agreement.

- 2) Additionally, without limiting the general requirements under this Agreement for the parties to comply with applicable laws, to the extent applicable to each party and/or its operations, each party shall comply with (a) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (b) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (c) the Trading with the Enemy Act, 50 U.S.C. App. I et seq.; and (d) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and laws which replace any such laws if any such laws are repealed or modified (collectively, the "OFAC Laws")."

VENDOR



Signature

ALLEN D. IRVINE

Name

CHIEF OPERATING OFFICER

Title

JUNE 7, 2021

Date



**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

All contracts or purchase orders made or entered into by Broward College, which is paid in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, are required to contain the following terms and conditions. Accordingly, Broward College and Vendor hereby agrees to incorporate this Federally Funded Projects Addendum into the agreement between Broward College and Vendor.

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

NON-CONSTRUCTION CONTRACT OR PURCHASE ORDER

- A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.** Pursuant to Federal Rule (A) above, when the College expends federal funds, the College reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- B. Equal Employment Opportunity** – Vendor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Vendor agrees to abide by the provisions of the following related to equal employment opportunity, to the extent applicable, which are incorporated herein by reference: 41 C.F.R. §§ 60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, Executive Orders 11246 and 13465, and Appendix A to Subpart A of Executive Order 13496. As applicable, **Vendor shall abide by the requirements of 41 CFR § 60-741.5. This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Vendor shall abide by the requirements of 41 CFR § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
- C. Rights to Inventions Made Under a Contract or Agreement** – If the purchase order includes the performance of experimental, developmental, or research work, Vendor shall provide for the rights of the Federal Government and the College in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- D. 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 Purchase Order amount exceeds \$100,000, Vendor 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.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** – If the Purchase Order amount is for \$100,000 or more, Vendor (and, if required, any sub-contractors) shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor (and, if required, any sub-contractors) shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Debarment and Suspension (E.O.s 12549 and 12689)** – Vendor represents and warrants that neither it (nor any other person or entity affiliated with Vendor and for whom the standing under these laws is imputed to Vendor) is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If the purchase order amount exceeds the small purchase threshold (currently, \$100,000), the Vendor shall provide the College with the required certification regarding its exclusion status and that of its principal employees.
- G. Records Access** – (Contracts in excess of \$100,000). College, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.
- H. Energy Policy and Conservation** – Vendor will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- I. Procurement of Recovered Materials** – Vendor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
- J. Waste Disposal Act** – Vendor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

**BROWARD COLLEGE
FEDERALLY FUNDED PROJECTS ADDENDUM**

guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- K. Buy America Provisions** – The College has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act).
- L. Records Retention Requirements** - When federal funds are expended by the College for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Vendor further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CONSTRUCTION AND/OR REPAIR (IF APPLICABLE):

In addition to the above provisions, the following provisions shall apply in relation to contracts or purchase orders for construction or repair:

- M. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)** – (Applies to contracts or purchase orders in excess of \$2000 for construction or repair). Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that Vendor 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.
- N. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) (projects in excess of \$2,000.00)** – If required by the Federal program legislation, Vendor covenants and agrees that all laborers and mechanics employed by Vendor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Vendor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor is required to pay wages not less than once a week.
- O. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)** – (Applies to purchase orders in excess of \$2000 for construction projects and purchase orders in excess of \$2500 for other contracts that involve the employment of mechanics or laborers). Vendor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, Vendor shall be 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 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall 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 or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IN THE EVENT OF VENDOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE CONTRACT/PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY BROWARD COLLEGE IN WHOLE OR IN PART.

Vendor's Name: THERMAL CONCEPTS, INC.

Address, City, State, and Zip Code: 2201 COLLEGE AVENUE, DAVIE, FL 33317

Phone Number: 954-472-4465

Printed Name and Title of Authorized Representative: ALLEN D. IRVINE, COO

Email Address: airvine@thermalconcepts.com

Signature of Authorized Representative: 

Date: JUNE 7, 2021



Procurement Services Department
 6400 NW 6th Way, Room 275
 Fort Lauderdale, Florida 33309
 954-201-7455
 Fax 954-201-7330
www.broward.edu/community/vendor

ADDENDUM NO. 1

ITB No.: ITB-2021-051-EH
 ITB Title: HVAC Energy Management Systems Services
 Date: March 11, 2021

This addendum is being issued to clarify and/or revise the Invitation To Bid (ITB) documents and/ or specifications. This Addendum modifies, supplements or replaces information in the Invitation To Bid (ITB) ITB-2021-051-EH, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR ITB:

Q1. would like to know the prices of past contracts, if possible

R1. See attachment to this Addendum for awarded prices for ITB-2015-199-EH HVAC Energy Management System Services.

Q2. do we submit the Bidder Qualification form before final Bid

R2. No. Submit Bidder Qualification Form with your entire bid response.

Q3. when is the deadline for the form (Bidder Qualification Form)

R3. The Bidder Qualification Form is to be submitted with your response to the bid. It is due on the Due Date stated on page 1 of the Invitation to Bid document. The Due Date is currently 3/30/2021 at or before 2:30:00 p.m., or as may be amended.

2. ATTACHMENT:

a. Prices ITB-2015-199-EH HVAC EMS (2 pages)

“Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

Addenda should be returned with the bid. Failure to do so may disqualify your bid. Please sign below to verify that you have read and understand this addendum.

Signature

Title

Company Name

Date

PRICE SCHEDULE
HVAC - Energy Management Systems (ITB-2015-199-EH)

			Vendor) Thermal Concepts, Inc.	(Alternate Vendor) Larabee Air Conditioning, Inc. d/b/a Kar & Larrabee Mechanical Contractors	(Alternate Vendor) Pioneer Construction Management Services, Inc.
Item No.	Description	Unit of Measure	Unit Price	Unit Price	Unit Price
Item #1	HVAC Technician and support during normal BC business hours (7:00 am to 5:00 pm, Monday to Friday)				
A.	HVAC Technician Journeyman	hourly	\$75.00	\$90.00	\$83.25
B.	Mechanic	hourly	\$68.00	\$90.00	\$83.25
C.	Apprentice	hourly	NA	\$90.00	\$50.40
D.	Installer	hourly	\$75.00	\$45.00	\$83.25
E.	Laborer/Helper	hourly	\$65.00	\$45.00	\$50.40
F.	HVAC Technician Journeyman	1/2 hourly	\$37.50	\$45.00	\$54.12
G.	Mechanic	1/2 hourly	\$34.00	\$45.00	\$54.12
H.	Apprentice	1/2 hourly	NA	\$45.00	\$32.76
I.	Installer	1/2 hourly	\$37.50	\$25.00	\$54.12
J.	Laborer/Helper	1/2 hourly	\$32.50	\$25.00	\$32.76
Item #2	HVAC Technician and support for Weekday Overtime (after 5:00 pm, Monday to Friday)				
1.	HVAC Technician Journeyman	hourly	\$112.50	\$135.00	\$124.88
2.	Mechanic	hourly	\$102.00	\$135.00	\$124.88
3.	Apprentice	hourly	NA	\$135.00	\$75.60
4.	Installer	hourly	\$112.50	\$67.50	\$124.88
5.	Laborer/Helper	hourly	\$97.50	\$67.50	\$75.60
6.	HVAC Technician Journeyman	1/2 hourly	\$56.25	\$67.50	\$81.18
7.	Mechanic	1/2 hourly	\$51.00	\$67.50	\$81.18
8.	Apprentice	1/2 hourly	NA	\$67.50	\$49.14
9.	Installer	1/2 hourly	\$56.25	\$35.00	\$81.18
10.	Laborer/Helper	1/2 hourly	\$48.75	\$35.00	\$49.14

PRICE SCHEDULE
HVAC - Energy Management Systems (ITB-2015-199-EH)

(Primary Vendor)	(Alternate Vendor)	(Alternate Vendor)			
Thermal Concepts, Inc.	Larabee Air Conditioning, Inc. d/b/a Kar & Larrabee Mechanical Contractors	Pioneer Construction Management Services, Inc.			
Item No.	Description	Unit of Measure	Unit Price	Unit Price	Unit Price
Item #3	HVAC Technician and support for Weekend (all day Saturdays & all day Sundays) Overtime & Holiday Hours				
1.	HVAC Technician Journeyman	hourly	\$112.50	\$135.00	\$145.69
2.	Mechanic	hourly	\$102.00	\$135.00	\$145.69
3.	Apprentice	hourly	NA	\$135.00	\$88.20
4.	Installer	hourly	\$112.50	\$67.50	\$145.69
5.	Laborer/Helper	hourly	\$97.50	\$67.50	\$88.20
6.	HVAC Technician Journeyman	1/2 hourly	\$56.25	\$67.50	\$94.71
7.	Mechanic	1/2 hourly	\$51.00	\$67.50	\$94.71
8.	Apprentice	1/2 hourly	NA	\$67.50	\$57.33
9.	Installer	1/2 hourly	\$56.25	\$35.00	\$94.71
10.	Laborer/Helper	1/2 hourly	\$48.75	\$35.00	\$57.33
Item #4	HVAC Technician and support for Emergency Service Not During Normal Business Hours				
1.	HVAC Technician Journeyman	hourly	\$112.50	\$135.00	\$127.13
2.	Mechanic	hourly	\$102.00	\$135.00	\$127.13
3.	Apprentice	hourly	NA	\$135.00	\$76.28
4.	Installer	hourly	\$112.50	\$67.50	\$127.13
5.	Laborer/Helper	hourly	\$97.50	\$67.50	\$76.28
6.	HVAC Technician Journeyman	1/2 hourly	\$56.25	\$67.50	\$67.65
7.	Mechanic	1/2 hourly	\$51.00	\$67.50	\$67.65
8.	Apprentice	1/2 hourly	NA	\$67.50	\$49.14
9.	Installer	1/2 hourly	\$56.25	\$35.00	\$67.65
10.	Laborer/Helper	1/2 hourly	\$48.75	\$35.00	\$49.14
*** For Emergency Service, the minimum number of hours to be compensated for is:			2	4	2
Item #5	HVAC Parts Cost-Plus Mark-Up %		20%	20%	46%

AWARD IS TO ONE PRIMARY VENDOR AND TWO ALTERNATE VENDORS: Thermal Concepts, Inc. shall be the primary vendor and the first vendor contacted to provide requested services & products. The College reserves the right to procure goods from the second and third lowest if: a) the lowest awardee cannot comply with delivery requirements or specifications; b) the lowest awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of the College to do so regardless of reason.



Procurement Services Department
 6400 NW 6th Way, Room 275
 Fort Lauderdale, Florida 33309
 954-201-7455
 Fax 954-201-7330
www.broward.edu/community/vendor

ADDENDUM NO. 2

ITB No.: ITB-2021-051-EH
 ITB Title: HVAC Energy Management System Services
 Date: March 15, 2021

This addendum is being issued to clarify and/or revise the Invitation To Bid (ITB) documents and/ or specifications. This Addendum modifies, supplements or replaces information in the Invitation To Bid (ITB) ITB-2021-051-EH, and is hereby made part of the original Contract Documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR ITB:

Q4. I wanted to know what type of control systems are installed in the Broward College Buildings?

R4. Andover Control.

To clarify, control system is not included in this ITB-2021-051-EH solicitation for HVAC EMS.

2. ATTACHMENT: NONE

“Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”

Addenda should be returned with the bid. Failure to do so may disqualify your bid. Please sign below to verify that you have read and understand this addendum.

Signature

Title

Company Name

Date

SECTION 2. SUBMITTAL REQUIREMENTS

The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com. Submit one (1) complete electronic copy of bid response, in a single Adobe PDF file format, plus an excel version of the Bid Form. Submit via demandstar.com. See Section 3.6 Submittal Requirements.

BID SUBMITTAL CHECKLIST:

In order to assure that your bid is in compliance with bid requirements, please indicate with an next to each item below to verify that the submittals listed below have been submitted.

Note: Please submit your bid in this order.

YES___ NO___ 1. Bid submittal – one (1) electronic copy in one Adobe PDF file format, plus an excel version of the Bid Form. Submit via demandstar.com. See Section 3.6 Submittal Requirements.

YES___ NO___ 2. Signed, Section 1 - Bidder Acknowledgment

YES___ NO___ 3. Acknowledgment of released addendum(s) (if any)

YES___ NO___ 4. Bid Form, Section 5 and the excel page(s) (The excel form is on demandstar.com.)

YES___ NO___ 5. Bidder Qualification Form (Section 8, Attachment 1), completed with all required information and all required attachments, including attachment of copies of license(s) (Section 3.9 – Licenses and Section 4 – Scope) and certifications(s)

YES___ NO___ 6. IRS Form W-9 (Section 3.12)

YES___ NO___ 7. Vendor Conflict of Interest Form (Section 8, Attachment 2)

(Balance of page intentionally left blank)

SECTION 3.0. SPECIAL CONDITIONS

- 3.1 **GENERAL COLLEGE INFORMATION:** Broward College (hereinafter referred to as the “College”) is one of the 28 institutions comprising the Florida College System governed by Sections 1001.60 et seq. of the Florida Statutes. The College provides higher education, technical, and occupational training for the residents of Broward County, Florida. The College is a community-based institution that offers a comprehensive range of programs responsive to needs and changes in the community and in technology. Within Broward County, the College operates three main campuses, one urban center, and several satellite centers.

As the College forges into its second half-century of service, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. Accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACS), Broward College has been named as one of the 10 finalists for the 2021 Aspen Prize for Community College Excellence. The Aspen Award is the nation’s signature recognition of high achievement and performance in America’s community colleges. This is the fourth time that the College has been selected for this national recognition among more than 1,000 community colleges nationwide. Aspen recognizes institutions based on strong and improving student outcomes in learning, completion rates, employment rates and earnings, and equity.

Awarded every two years since 2011, the Aspen Prize recognizes institutions that achieve strong student outcomes across four key areas:

- Teaching and learning
- Degree completion and successful transfer to four-year institutions
- Success in the workforce
- Equitable outcomes for diverse student groups

For more information, visit www.aspeninstitute.org.

With the third-largest enrollment in the Florida College System, the College offers affordable, accessible education. The diverse College community serves more than 63,000 students and over 5,000 full-time and part-time faculty and staff, who represent more than 137 countries and provide a wealth of cultural, ethnic, and experiential backgrounds. Up-to-date enrollment and campus community demographic data can be accessed at the following link: <https://www.broward.edu/about/accreditation/index.html>. The College provides more than 140 programs in eight career pathways which offer specialized certificates, two- and four-year degrees, non-degree training, workforce readiness, and an extensive list of continuing education curricula.

- 3.2 **PURPOSE:** Broward College (hereinafter referred to as the “College”) desires bids for a term contract for HVAC Service – Energy Management System (EMS), as specified herein. The scope of requirements includes, but is not limited to, a comprehensive preventive maintenance schedule of existing equipment, including any future equipment that may currently be under warranty or that may be purchased by the College; as well as any type of service or repair to existing systems at an hourly labor rate. Services will be required at multiple College campuses and facilities. The scope of requirements is outlined in SECTION 4 - BID SPECIFICATIONS.
- 3.3 **MINIMUM QUALIFICATIONS:** In order to be considered, a Bidder must, as of the Bid return date stated in this Bid and throughout the duration of its program, meet the applicable minimum eligibility criteria stated below.
- 3.3.1 Bidder shall be qualified and licensed under the laws, rules and regulations of the State of Florida and Broward County, Florida, to perform the work required by this solicitation at the time of proposal submittal.
- 3.3.2 Bidder must demonstrate a strong documented track record of current engagement and successfully completed services, as specified in the Scope of Services/Specifications section of this solicitation,

3.6 **SUBMITTAL REQUIREMENTS:** The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com.

- Digital copies must not be larger than 100 MB for each document size and not the collection of them.
- Complete Electronic Copy of Bid in a single Adobe PDF File.
- Excel version of Bid Form, Section 5.
- Files submitted must be formatted and enabled for printing, in page size letter as applicable.
- The College may request clarifications and additional information after submission.
- The College shall not be responsible for delays caused by any occurrence.
- In the event of technical difficulties when submitting documents, contact DemandStar support at support@demandstar.com or call (206) 940-0305.

Bidders are requested to organize their bids in accordance with SECTION 2 – SUBMITTAL REQUIREMENTS. The College reserves the right to reject and not consider any bid not organized and not containing all the information outlined in SECTION 2.

Bids must be submitted as established in page 1 of Bid. Submittals received after this date and time will not be considered.

When submitting your bid electronically through DemandStar at www.demandstar.com, please allow sufficient time to complete the online forms and upload documents. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your proposal will not be received by the system.

BIDDER'S RESPONSIBILITY: It is the responsibility of the bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any addenda issued thereto.

One electronic original of the requested documents must be returned with bid. Offers submitted on any other form may be disqualified. Do not return any other pages or documents unless specifically requested in the Invitation to Bid (ITB).

Bid Summary Sheet Excel page(s) on which the bidder actually submits a bid and any pages upon which information is required to be inserted must be completed and submitted with the bid. The College reserves the right to reject any bid that fails to comply with these submittal requirements.

EXECUTION OF BID: Bid must contain an original handwritten/manual/electronic signature of an authorized representative in the space provided above in SECTION 1.0, Bidder Acknowledgement. All bids must be completed in ink or typewritten. If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid. The College reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.

ACKNOWLEDGMENT OF RELEASED ADDENDA TO THIS ITB: It is the prospective bidder's responsibility to verify that they have received all released addenda and, thereby must include acknowledgement (per addenda instructions when addenda are released) of any addenda that are required to be submitted with the bid response.

The College reserves the right to issue any addendum modifying any portion of this ITB. Caution is given that certain addenda may be required to be submitted with bid responses as specified in the particular addenda.

3.7 **QUANTITIES:** The quantities listed are estimated quantities to be ordered throughout the contract period for each item and are not guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the ITB estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

3.8 **QUALIFICATION OF BIDDERS - BIDDER QUALIFICATION FORM:** This bid will be awarded only to responsible bidder qualified by experience, properly and legally licensed and in a financial position to provide the services and items specified.

Qualifications include, but are not limited to the following:

a. Experience in directly and predominantly performing similar work of HVAC Energy Management Systems Services.

Proposer must demonstrate a strong documented track record of current engagement and successfully completed services, as specified in the Technical Specifications / Scope of Work section of this solicitation, and are normally and routinely engaged in directly and predominately performing HVAC contractor services which include service to commercial HVAC Energy Management Systems.

b. Similar work satisfactorily completed and listed in Bidder Qualification Form with brief description including location, dates of contracts, names and addresses of owners.

c. Training in similar work.

d. Adequate equipment and facilities available to do the work.

In order to facilitate the prompt award of this bid, the bidder shall complete the attached Bidder Qualification Form – SEE SECTION 8, ATTACHMENT 1, include all requested information, copies and attachments, and submit with their bid/proposal submittal. Failure to submit documentation, as required herein, may result in submittal disqualification.

3.9 **LICENSING REQUIREMENTS:** In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess the necessary license(s) including any specified State registration, contractor license, federal license and/or certification and company and/or technician certification(s), if applicable, at the time of bid submittal.

The license holder's name, type of license and license number shall be documented in the Bidder's Qualification Form, Section 8, Attachment 1. Proof of licensing should be submitted with sealed bid.

3.10 **MANUFACTURER'S CERTIFICATION:** Bidder will provide copy of any Manufacturer's Certification(s), or other certification, to provide authorized service and/or parts distribution that Bidder or technicians performing work on Broward College equipment possesses. Submit with your bid as an attachment to Bidder Qualification Form, Section 8, Attachment 1, including the following certifications.

3.10.1 Environmental Protection Agency (EPA) Section 608 Technician Certification for firm's servicing technicians.

3.10.2 NATE training certificates that indicate the abilities of personnel involved with the maintenance/repairs of municipal/governmental air conditioning equipment.

3.10.3 Certification from United Association (Union) applicable to HVAC.

3.10.4 Certification from HVAC associated schools.

3.11 **INSURANCE REQUIREMENTS:**

Any questions as to the intent or meaning of any part of the below required coverages should be submitted in writing in accordance with Section 3.5, ITB Contact and Submittal of Questions.

Proof of the following insurance will be furnished by any awardee to the College by a letter of insurability from the insurer or a Certificate of Insurance within 10 days of notification by the College.

A. **COMMERCIAL GENERAL LIABILITY**

Bodily Injury and Property Damage

\$1,000,000 combined single limit per occurrence

\$2,000,000 General Aggregate

\$2,000,000 products/completed operations aggregate

Personal and Advertising Injury

\$1,000,000 per occurrence

Policy must contain contractual liability coverage.

B. **POLLUTION LIABILITY**

\$1,000,000 combined single limit per occurrence

\$2,000,000 General Aggregate

Furnish a stand-alone Pollution Liability policy or add to the Commercial General Liability policy through endorsement.

C. **COMMERCIAL AUTOMOBILE LIABILITY** (if commercial autos will be used)

Including Owned, Non-owned and hired vehicles

Bodily Injury and Property Damage

\$1,000,000 combined single limit per occurrence

D. **WORKERS COMPENSATION**

Florida Statutory Limits - Employer's Liability

If claiming exemption from this coverage vendor must provide evidence of exemption from the State of Florida. Info found at <http://www.myfloridacfo.com/Division/WC/>

E. **PROFESSIONAL LIABILITY** (if services require a professional license)

\$1,000,000 per claim

\$2,000,000 aggregate

F. ~~**CYBER LIABILITY** (Not Required for ITB-2021-051-EH HVAC EMS Services)~~

~~If vendor will have access to the college networks, systems, access to student or employee data, or at the discretion of Broward College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.~~

G. "The District Board of Trustees of Broward College, Florida" must be shown as **Additional Insured on all liability policies**, other than workers comp. Additional insured status must apply to ongoing operations as well as products and completed operations.

H. All insurance carriers must be rated A- or better by AM Best.

I. (30) Thirty Days' notice of cancellation is required on all policies.

J. All certificates must be addressed and sent to:

The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Ft. Lauderdale, FL 33309

- K. All exclusions added by endorsement must be indicated.
- L. Certificate must be signed by an authorized representative.
- M. If any of the required policies provide coverage on a “**claims-made**” basis:
Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another “claims-made” policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.
- N. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The college will notify the vendor if the insurance requirements differ from those stated above.
- O. All policies must remain in effect during the performance of the contract. The Contractor shall promptly notify the College of any changes in insurance coverage or carrier.

The Vendor/Consultant/Contractor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten (10) days after Contract award. Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above.

The Vendor/Consultant/Contractor shall not commence any work in connection with this agreement until they have obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall the Vendor/Consultant/Contractor allow any sub-consultant/sub-contractor/sub-vendor to commence work on its sub contract until the sub-consultant/sub-contractor/sub-vendor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Vendor/Consultant/Contractor.

The College shall be exempt from, and in no way be liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor/Consultant/Contractor and/or sub-consultant/sub-contractor/sub-vendor that obtained the insurance.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with Section 3.5, ITB Contact and Submittal of Questions.

- 3.12 **W-9 FORM:** It is a requirement of this ITB that all proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with bid or within three (3) days of notification. The W-9 form may be downloaded at www.irs.gov. Failure to submit W-9 Form as stated herein will result in proposal disqualification.
- 3.13 **DRUG-FREE WORKPLACE CERTIFICATION:** By signing Section 1 Bidder Acknowledgement, respondent certifies that it has implemented a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988. (41 U.S.C. 702-706) and pursuant to Section 287.087, Florida Statutes, as currently enacted or as amended from time to time, on preference to businesses with drug-free workplace programs.

- 3.14 **VENDOR CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College – Please fill-out Section 8, Attachment 3 – Vendor Conflict of Interest Form.
- 3.15 **PAST PROBLEMS ON PRIOR CONTRACTS:** When the Contractor or a proposed subcontractor has previously worked for the College and has received complaints from the College or has been involved in disputes with the College about the work, the Contractor is required to submit with their bid an explanation of what, if anything, the Contractor has done or will do to avoid similar problems in the future. This explanation must deal specifically with the problems involved on the prior contract and any organizational, operational or other changes which have been or will be implemented. If in the sole judgment of the College the Contractor has failed to provide an adequate plan to insure that the contractual dispute previously experienced by the College will not recur, the College reserves the right to reject the bid submitted by that Contractor.
- 3.16 **AWARD:** It is necessary for a bidder to bid on every item in the Bid in order to have the bid considered. Bidder should carefully consider each item and assure that each item meets the specifications as indicated. In the event that one item bid within a group does not meet such specifications, the entire group of items bid will be disqualified.

The College may make an award to one or more Vendor(s) or may split award among Respondents. The terms of the award shall be defined in the award recommendation document. The College reserves the right to reject any or all responses, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.

During the evaluation and review of response(s), the College may consider any information or evidence which comes to its attention. This information may be utilized in determining the Respondent's capability to fully perform the services of this ITB and/or the Respondent's level of integrity and reliability that is required to assure satisfactory performance of all award or contracts produced from this ITB.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the Respondent list and not be eligible to do business with the College for two years, as described in the General Conditions.

Unit prices must be stated in the space provided on the Bid Form in Section 5. All items must have an individual cost/price. Failure to state the individual cost/price for an item in the Bid will result in disqualification of the bid.

The College reserves the right to procure goods from other bidders if: a) the awardee cannot comply with delivery requirements or specifications; b) the awardee is not in compliance with delivery requirements or specifications on current or previous orders; c) in cases of emergency; d) it is in the best interest of the College to do so regardless of reason.

3.16.1 **Additional Products and/or Services May Be Added or Deleted:** Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from all awarded Bidder(s)/Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

3.16.2 If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.

3.17 **CONTRACT TERM:** The award of this bid shall establish a contract for the period **beginning with the date of award and continuing for a period of thirty-six (36) months**. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the initial contract period. Items will be ordered on an as needed basis.

3.18 **CONTRACT EXTENSION:** The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of estimated requirements for the services listed. The term of the bid shall be for **thirty-six months** and may, by mutual agreement between the College and the awardee, upon final College approval, be **renewed for two (2) additional one-year periods**.

The College, through its Procurement Services Department, will, if considering renewal/extending, request execution of a letter of intent to renew/extend from each awardee. The awardee will be notified when the recommendation has been acted upon by the College. All prices shall be firm for the initial three-years term of the contract. The successful awardee(s) agrees to this condition by signing its bid.

3.19 **NO SUBCONTRACTING:** After award of contract, the awardee **may not subcontract** any service, repair and/or preventative maintenance without the prior express written approval of the Associate Vice President or Interim Associate Vice President, Facilities College-wide Maintenance, or designee. If subcontractors are approved by BC, they must be in compliance with all licensing and certification requirements, as well as be in compliance with the security clearance set forth in General Conditions.

3.20 **PRICE ADJUSTMENTS:** Prices offered shall remain firm **through the first three (3) years of the contract**. **No price increases shall be accepted in the initial contract term. Please consider this when providing pricing for this invitation to bid (ITB).** A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, approximately (90) days prior to the first anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from BC prior to invoicing. Any unit price adjustment invoiced without written approval from BC shall not be paid and the invoice returned to the Awardee for correction. Price adjustments shall be negotiated in good faith with the awardee(s).

The College reserves the right reject any price adjustments, and to consult the U.S. Department of Labor Bureau of Labor Statistics indices or any commercial or commodity-based index related to HVAC and/or HVAC EMS or its component parts as a basis for reviewing price adjustments.

The college reserves the right to not renew any contract and to cancel renewal of any contract regardless of price considerations and to cancel any renewal of any contract.

Information on BLS indexes may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

3.21 **EQUITABLE ADJUSTMENT:** The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would

result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

3.22 **PARTIAL PAYMENT:** Partial payments in the full amount of the value of items received and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required.

3.23 **INSPECTION OF COLLEGE FACILITIES:**

3.23.1. It is the bidder's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from academic or other College activities.

3.23.2. Bidder, by virtue of bidding certifies that he has inspected the job site.

3.24 **ORDERING:** The awardee(s) will receive individual purchase orders on an as-needed basis specifying the "ship to" address. The College locations may issue open (blanket) purchase orders as required; minimum order quantities and/or dollar amounts are not acceptable. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Unauthorized shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College as a result.

3.25 **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The Contractor shall not sublet the work or Services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, firm or other entity without the prior written consent of the Associate Vice President of Maintenance, Interim Associate Vice President of Maintenance, or designee.

3.26 **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** Below is a listing of current College locations. The College may, during the term of the contract, add or delete service, wholly or in part, at any College district, campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar container.

A. Hugh Adams Central Campus
3501 SW Davie Road
Davie, FL 33314

North Campus
1000 Coconut Creek Blvd.
Coconut Creek, FL 33066

Judson A. Samuels South Campus
7200 Hollywood/Pines Blvd.
Pembroke Pines, FL 33024

Willis Holcombe Center
111 (Bldg. 33) East Las Olas Blvd.
Fort Lauderdale, FL 33301

Pines Center / Academic Village
16957 Sheridan St.
Pembroke Pines, FL 33331

Weston Center
4205 Bonaventure Boulevard – Suite #2
Weston, Florida 33331

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Miramar West Center
1930 SW 145 Avenue
Coral Springs, FL 33065

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33304

Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

3.27 **OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES:** Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government or public entities under the same terms and conditions and contract price(s), if agreeable by the proposer/bidder and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties, cities, state colleges and universities, and school boards. All government or public agencies allowed by the awardee to use this contract shall do so independent of any other governmental or public entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.

3.28 **HOLIDAYS:** Holiday Schedule shall be approved by the College's Contract Administrator. Broward College recognizes the following holidays:

- New Year's Day
- Martin Luther King Jr.'s Birthday
- Spring Break
 - 1st or 2nd Week of March each year.
- Memorial Day Holiday
- Independence Day Holiday
- Labor Day Holiday
- Veteran's Day Holiday
- Thanksgiving Holidays
 - Thursday and Friday each year. May include Wednesday.
- Winter Holidays
 - Approximately 2 weeks in late December though first day(s) of January.

3.29 **HIPPA/FERPA CONFIDENTIALITY:** To the extent that information about the College's students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164), as amended from time to time ("Protected Information"). Vendor agrees that: (i) it shall keep and maintain all "Protected Information" obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this Contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly, disclose Personal Information to any person other than authorized College employees, or as may be requested by government authorities in the lawful performance of their duties.

The Vendor shall also perform and comply with clause 60 of the General Conditions herein entitled "Background Checks".

At the request of the College, Vendor agrees to provide the College with a written statement of the procedures Vendor uses to safeguard the confidential records/Personal Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded vendor and its representatives may constitute grounds for immediate termination of contract

3.30 **STATEMENT PER FLORIDA STATUTE 1010.04:** In accordance with Florida section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute section 287.056.

- 3.31 **RESERVATION OF RIGHTS:** The College reserves the right to waive informalities and to reject any, or part of any or all responses. The College also reserves the right to conduct discussions with, and Best and Final Offers obtained from, responsible respondents who submit responses determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:
- a. Reject any and all proposals received as a result of this ITB.
 - b. Waive or decline to waive any minor informalities and any minor irregularities in any responses received. A minor irregularity is a variation from the ITB which does not affect the financials of the proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this ITB, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the ITB requirements or excuse the respondent from full compliance with the ITB specifications and other contract requirements if the respondent is awarded the contract.
 - c. Determine service and/or equipment or other equivalency to the College's specifications in evaluating bid responses.
 - d. Adopt all or any part of the respondent's response.
 - e. Negotiate changes in the scope of work or services to be provided.
 - f. Award contracts to multiple respondents.
 - g. Withhold the award of contract.
 - h. Select the respondent it deems to be most qualified to fulfill the needs of the College. The respondent with the lowest-cost response may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable response.

3.32 **COLLEGE'S RIGHT TO REJECT:**

- 3.32.1 The College reserves the right to reject any and all responses and re-advertise at any time prior to Board approval of the recommended respondent(s) and/or the negotiated agreement(s) and/or not award the contract in the best interests of the College. All costs incurred in the preparation of the Proposal and participation in this ITB process shall be borne by the respondents. Responses submitted in response to this ITB shall become the property of the College and considered public documents under applicable Florida law.
- 3.32.2 The College reserves the right to accept or reject any and all submittals, reject a submittal which is in any way incomplete, irregular or otherwise non-responsive, or to waive any technicalities or formalities in the ITB requirements when and if it is in the best interests of the College.
- 3.32.3 A submittal shall be rejected for failure to comply with the following requirements:
- The proposer is not registered and licensed in the State of Florida to provide the proposed services.
 - The submittal is not received by the College by the specified deadline.
 - The proposer has been determined to be Non-Responsible.

3.33 **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

This Solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this Solicitation, the Vendor certifies its compliance with these sections.

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SECTION 4, TECHNICAL SPECIFICATIONS, SCOPE OF WORK and RELATED SPECIAL CONDITIONS

- 4.1 **GENERAL SPECIFICATION / INTENT:** The purpose of this bid to enter into a term contract with qualified firm(s) to furnish HVAC maintenance and repair at multiple College facilities, at an hourly rate, in order to maintain efficient operation and minimize repairs while extending the life of the equipment through the implementation of a comprehensive preventive maintenance program.

Existing controls include *some* Andover Controls. Vendor must be familiar with *Automation Controls System*. Existing controls are programmed using *Andover Software*.

- 4.2 **LICENSE(S):** Awardee shall, at a minimum, hold current active licenses issued by the State of Florida Construction Industry Licensing Board, according to Florida State Statutes, Chapter 489, as follows. No other licenses will be accepted.

4.2.1 Florida State Mechanical or Florida State Class "A" Air Conditioning.

4.2.2 Refrigerant handling licensing for individual employees.

- 4.3 **PURCHASE OF PARTS:** Awardees MAY be requested to replace damaged materials in the course of repair or service to HVAC equipment. Replacement HVAC parts MAY be purchased under this contract at the discretion of the Facilities Department on a strictly cost-plus basis. These materials purchased under this contract must be verified by the submission of an itemized list of materials proposed for purchase from the identified source, each unit price by cost, the total price and the vendor's cost-plus mark-up. Any remaining materials, after project completion, become the property of BC. The Facilities Department is under NO OBLIGATION to purchase materials under this contract if the HVAC parts and supplies can be purchased on other BC contracts.

- 4.4 **NEW MATERIAL:** Unless otherwise provided for in this specification, the bidder represents and warrants that the goods, materials, supplies, or components offered to the College under this ITB are new, not used or reconditioned, and are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

- 4.5 **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not guaranteed. Annual expenditures under this bid have been estimated at \$200,000. This figure is given strictly as an estimate for potential bidders and for bidding purposes only. A variance in actual expenditures can be expected due to "as necessary" or "emergency" procurements. Therefore, no guarantee is given or implied as to the total quantity or dollar values of this bid. The College is not obligated to place any order with vendors participating in this bid. Actual quantities ordered throughout the contract period may be greater or lesser than the bid estimates throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

- 4.6 **SCOPE OF SERVICES:** This work includes, but is not limited to, the on-site service at various campuses and facilities throughout Broward College, repair, maintenance, adjustment, preventive maintenance, inspection, cleaning, installation and replacement (as needed) of heating, ventilation and air conditioning systems for the College.

The Awardee (Contractor) shall provide the following:

All equipment, labor, engineering services and technical expertise.

All tools, equipment, instruments, gauges, parts and expendable supplies.

All parts and materials that are supplied as a result of this specification shall meet or exceed the original equipment manufacturers standards.

Scheduled service or repairs.

Non-scheduled service or repairs.

Equipment replacement.

Work performed shall meet all Florida Dept. of Education State Requirements for Educational Facilities (SREF), applicable State of Florida Building Code Requirements, FEMA rules and regulations required due to disasters/emergencies, and the highest of industry standards.

The Awardee shall comply with all federal, state and local rules, regulations and laws administered by EPA and ASHRAE. The Awardee shall be in compliance with all EPA, Federal, State, and local regulations regarding ozone depleting compounds that are used as refrigerants. The Awardee shall be aware of any and all new laws or rule changes that may be initiated during the course of this contract. It is also the responsibility of the Awardee to keep the College informed of such changes and to work with the College to assure compliance is met during the course of the contract. College buildings are open to the public and must be provided with consistently high quality air conditioning service.

- 4.7 **WORK ORDERS:** Work Orders will be placed on an as-needed basis at the direction of the Facilities Dept., with material provided under this contract to be only as specified by the District Director, Facilities College-wide Maintenance or their authorized BC designee, and must be of the highest quality while meeting all specifications, terms & conditions stated herein.

The awardee(s) will receive individual purchase orders on an as-needed basis specifying the "ship to" address. The College locations may issue open (blanket) purchase orders as required; minimum order quantities and/or dollar amounts are not acceptable. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Unauthorized shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College as a result.

- 4.8 **SUBCONTRACTING:** During the contract period, the Awardee **may not subcontract** HVAC servicing work without the express written approval of the AVP, Facilities College-wide Maintenance, and/or designee assigned. Subcontractors, if employed by the awardee, must be in compliance with all licensing and certification requirements in order for the awardee to obtain approval to utilize subcontractors.

4.9 **LOCATION AND STAFFING / EMPLOYEES:**

4.9.1 Must have a commercial office/branch staffed by its employees, with adequate storage and warehouse facilities to maintain equipment, vehicles and materials necessary for the work under this ITB, located and based within the Miami-Dade, Broward and/or Palm Beach counties, and must indicate such on the Bidder Qualification Form.

4.9.2 Adequate staff of qualified and experienced employees in air conditioning maintenance must be maintained at all times. The awardee shall supply the College with a current list of all their employees including: the full name; job title; and driver's license number. The list shall be kept current and the College informed of changes. Awardee's employees shall perform service in a proper, workman-like and dignified manner.

4.9.3 Broward College reserves the right to require the Awardee to provide additional employees or add manpower to its crew as necessary, during the course of the contract, to maintain an acceptable level of service, maintain pace of schedule or for any reasons deemed as necessary. Failure to adhere to additional manpower or employee recommendation may be cause for termination of the contract.

- 4.10 **E-VERIFICATION SYSTEM:** If the Vendor meets the definition of "contractor" under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of

compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor's noncompliance with the requirements of this section.

- 4.11 **WORK TICKETS:** Awardee's service employee shall prepare an individual service ticket/work order and submit a copy at the completion of each service call. The service ticket shall, at a minimum, include the following information: (1) date and time of service; (2) physical location and address; (3) equipment description and serial number(s), (4) assigned three-digit unit number; (5) nature of the problem if applicable; (6) work to be performed (7) parts used; (8) itemized detail and cost of service parts and labor (applicable for repairs; (9) number of hours; (10) date of pick-up and anticipated date of return of replacement parts; (11) name of servicing technician(s); (12) Broward College representative's signature.

Work ticket will be made in duplicate and distributed as follows: 1) copy retained at the service location and 2) copy for the awardee (Contractor).

- 4.12 **WORK HOURS:** All regular service shall be performed during the College's normal working hours (7:00 am – 5:00 pm, Monday thru Friday), unless otherwise directed and authorized by the Facilities Department.

All costs related to hourly labor rates shall include services during normal business hours and for emergency service that is during both normal business and not during normal business hours, shall be included in your bid.

Schedule and timing for routine maintenance shall be coordinated in advance with Broward College authorized designee. Due to the nature of the college's operational needs, awardee understands and agrees that it may be necessary to perform certain services or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the college.

The contractor shall be contacted by the Manager, Energy Management Systems, or designee for dispatch of services under this contract. Due to possible emergency situations **delays in responses will not be acceptable.**

The following response time for work situations are expected at the pricing quoted on the Bid Form:

Working Hours – The standard workweek shall be considered Monday through Friday, from 7:00 AM to 5:00 PM, excluding normal federal holidays granted to College employees. All other times are considered non-standard. As directed by the Broward College authorized representative, the contractor shall work during college non-standard working hours, college off-hours, recess periods, college authorized holidays or legal holidays, and/or weekends at no additional cost to the College.

Work Scheduling – The contractor shall endeavor to complete all requested work during standard workweek hours and without the necessity of overtime labor. Should it be determined that work cannot be completed during the course of standard workweek hours, the contractor shall provide such information to authorized College representative with a request to authorize such non-standard time labor. Written authorization from the College or authorized designee/representative must be received prior to commencement of such work.

Non-Standard Hours Authorization – All work performed outside of standard working hours must be approved in advance by an authorized representative of the College. The College shall only pay the appropriate hourly rate commencing when the contractor's personnel report to the College's authorized representative and ending when the work is complete.

Commencement of Work, Preventative Maintenance, or Shipment – No commencement of work preventive maintenance, or shipment of goods shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order will be rejected.

Prior to Commencing Work – Contractor shall submit a written proposal of time and materials for each repair to the designated representative for authorization and approval prior to commencing work.

- 4.13 **EMERGENCY RESPONSE TIME AND WORK:** **Service needed in an emergency situation must be responded to within two (2) hours and must be fully performed to the extent directed by the College within ten (10) hours.** Emergency response time is of the essence in the award of this Invitation to Bid; emergency service must be available 24 Hours Per Day, 7 Days Per Week. Service needed in an emergency must be fully performed to the extent and within the time frame specified by the Project Administrator or Broward College designee. If the service cannot be completed within this time frame the College must be informed immediately and another source for this situation may be found. If a contractor fails to conform to two (2) consecutive emergency situations, Broward College reserves the right to cancel the contract.

In the case of a natural disaster/emergency, contractor shall have a team report to the College ready to work as soon as roads have been cleared. After award, contractor will receive detailed directions regarding the College's emergency policies; purchase order number will be given the contractor with hard copy of the order to follow. Only the following personnel may verbally authorize emergency services for this contract, whether in basic emergency situations or natural disaster situations:

John Dunnuck	-	Chief Operating Officer
Kenneth Klindt	-	Senior Associate Vice President, Facilities Management
TBA	-	Associate Vice President, Facilities College-Wide Maintenance
Marcus Wilson	-	Interim Associate Vice President, Facilities College-Wide Maintenance
Yohannes Asgedom	-	Manager, Energy Management Systems
Judy Schmelzer	-	Associate Vice President, Business Services & Resources
Zaida Riollano	-	District Director, Strategic Sourcing, Procurement Services Dept.

The bidder, under emergency services due to Natural Disasters/forces shall endeavor as much as physically possible to procure material and/or labor (personal services) with the disaster area.

- 4.14 **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this ITB, "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.

Deadlines:

A) Emergency work including debris removal to prevent further damage and/or threat to health, life, limb and safety must begin immediately as soon as physically possible and be completed within 30 days.

B) Permanent work must be completed within six (6) months. The College may choose to waive this permanent time frame. This waiver must be received in writing from the Associate Vice President, Facilities Collegewide Maintenance or designee.

- 4.15 **CALLBACK/FOLLOW-UP WORK:** Contractor shall complete work during the service call so as to prevent follow-up work. Callback to correct work shall not be charged to the College if, in the sole determination of the College or authorized designee, such callback is a result of improper repairs, installation, or substandard parts.
- 4.16 **PERMITS:** Awardee/Contractor shall procure all permits, licenses and certifications as may be required by Broward College, Federal, State and local laws, ordinances, rules and regulations, for the prior execution and completion of the work under this ITB.

4.17 **REQUIRED REPORTS:**

- 4.17.1 A monthly Maintenance Activity Report shall be submitted, by the fifteenth (15th) of each month, to the Facilities Department for the previous month's work and service activity.

This report shall include a general overview of maintenance and repairs performed on each unit serviced during the previous month.

This report shall also detail all refrigerant application and recovery activity for each unit serviced. All refrigerant handling activity shall be documented to be in compliance with all federal, state and local rules, regulations and laws, including EPA Standard 114. These rules and regulations shall include those provided and administered by EPA and ASHRAE, along with any and all new laws or rules or regulations changed during the course of this contract.

The activity report shall also include the following information for each service:

1. date and time;
2. name of servicing technician(s);
3. physical location and address;
4. equipment description, serial number, and three-digit unit number;
5. age of unit (estimation is acceptable if exact age is unknown);
6. general condition and estimation of useful life of the unit.

- 4.17.2 Bidder must supply the College with a semi-yearly and yearly report on all items purchased during the contract period. Report shall include model number, description, unit price and quantity. Report shall include grand total of all purchases and total by each commodity/category of item or service.

- 4.18 **LEAD FREE STATEMENT:** All material supplied to the College must be 100% lead free. Bidder, by virtue of signing bid, certifies that only materials or equipment that is 100% lead free will be supplied to The College. **No bid will be considered unless this is agreed to by the vendor.**

- 4.19 **WARRANTY:** The awardee shall fully guarantee the cost of parts and labor for a period of **one year for all items** after date of delivery, installation and acceptance by an authorized representative of the College, to provide the College with an **"on-site"** warranty. In the event a dispute on requested repairs between department/center and the bidder, the decision of the Owner (the College) shall be final and binding on both parties.

Awardee may or may not include manufacturer's warranty; however, it will be the responsibility of the awardee(s) to warrant all new purchases for **one year "on-site"** after date of delivery, installation and acceptance by an authorized representative of the College, at no additional charge to the College. **Failure to furnish full one-year warranty as specified shall result in disqualification of bid submitted.**

- 4.20 **DELIVERY/ASSEMBLY/INSTALLATION AND/OR PLACEMENT:** It shall be the responsibility of the awardee(s) to include on-site inside delivery, assembly, installation and to assure satisfactory operation and demonstration of all features, **at no additional cost**. Equipment specified shall be assembled, adjusted, operationally tested and ready for use at time of delivery. **Installation shall be completed within ten (10) days after delivery date or as required by user.**

- 4.21 **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

4.22 **INSTRUCTION MANUALS:** Awardee is required to furnish an instruction manual for bid item. Each manual shall contain definition of equipment capabilities, technical description of equipment operation, description of malfunction identification and troubleshooting procedures.

4.23 **PRODUCT SUPPORT AND TRAINING:** Awardee shall provide, coordinate and plan, at **no additional cost**, complete product support and training for the purchased equipment for the entire contract period. Support and training shall include, but not be limited to, answering technical questions of the product, providing demonstration(s) for each purchase order's "ship to" location and troubleshooting problems of the equipment.

Awardee will be required to conduct training annually, at no cost to the College, during normal working hours and at the convenience of each individual at the College location. Awardee will be required to submit, to the appropriate College Department, a letter of training accomplishment, which will require signatures of the trainer and trainee(s) along with their respective printed names and location(s) each year of the contract period and renewal(s). This form shall be submitted to the appropriate College Department upon completion of the training session.

4.24 **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is a result of delivery or installation.

4.25 **LOCAL REPAIR FACILITY:** In order to be considered for award, bidder must have a local repair facility that can respond to service calls. For the purpose of this bid, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County. The repair station and service personnel must be authorized by the manufacturer of equipment being serviced. Proof of local repair facility that meets requirements must be submitted with the bid (See Section 6, Attachment 3 - Bidder Qualification Form) or upon request. Failure to submit the required proof with the bid, or upon request, will result in disqualification of bid submitted.

4.26 **RECYCLING:** Contractor must comply with any current or future recycling program established by the State, the county, the Municipality and/or The College. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of award.

4.27 **SUSTAINABILITY FACTORS:** Environmental factors to be considered include, but are not limited to, the life cycle assessment of: pollutant releases, toxicity, especially the use of persistent, bio accumulative, and toxic (PBT) chemicals, waste generation, greenhouse gas emissions, energy consumption, depletion of natural resources, impacts on biodiversity, giving preference to sustainable, reusable content, and recycled materials over virgin materials, as well as to conserving water and energy.

Fiscal factors to be considered include, but are not limited to:

Product performance and quality, life-cycle cost assessment; lowest total cost of ownership, impact on staff time and labor, product vendors offering to take back the products they sell when they become obsolete. Utilize vendors who offer an Extended Product Responsibility (EPR) program.

4.28 **OSHA:** The proposer warrants that the product and/or service supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered a breach of contract. Occupational Safety and Health Act (OSHA) standards shall be strictly utilized.

4.29 **PROTECTION OF PROPERTY:** The contractor shall at all times guard against damage and/or loss to the property of BC and shall replace and/or repair any loss or damages unless such is caused by the BC. BC 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.

- 4.30 **SUPERVISION:** The Contractor is to be responsible for their employees and Subcontractors, if Subcontractors are allowed. Contractor shall have at all times a competent representative available to answer questions or handle problems, who shall be satisfactory to the college.
- 4.31 **CENTRAL RECEIVING - WAREHOUSE RECEIVING HOURS:** The Central Receiving Warehouse is open for receiving from 7:00 A.M. to 3:00 P.M. Monday through Friday except holidays and other days that the college is closed. No delivery can be accepted after 2:30 PM.
- 4.32 **STORAGE OF MATERIALS:** The contractor must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas.
- 4.33 **NON-SMOKING FACILITY/CAMPUSES:**
- 4.33.1 Smoking is not permitted in any building.
- 4.33.2 Smoking is not permitted on any Campus or Center.
- 4.34 **PROBATION PERIOD:** The first three months of the contract will be considered probationary. The probationary period may be extended for an additional three month period if the College deems necessary. The College representative will notify the awardee verbally and in writing of any contract deficiencies. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Bidder/Proposer or to review its needs to re-solicit.

(Balance of page intentionally left blank.)

SECTION 5, BID FORM (PRICING)

THIS IS NOT AN ORDER

- Please see the Bid Form Excel document posted on demandstar.com.
- Bidders are requested to submit all pricing on Bid Form posted in Excel format. Bid Form is to be completed entirely. Do not change the sort order of the Bid Form, nor add additional items to the form.
- All items are to be offered/responded to. If an item is left blank, College will assume the Bidder is not offering for that specific item.
- For labor increments of less than ½ hour, established rate shall be prorated.
- All prices bid shall be in full accordance with the terms, conditions, and specifications stated herein.
- Working Hours: The standard workweek (Regular Time) shall be considered Monday through Friday, from 7:00 am to 5:00 pm, excluding normal federal holidays granted to College employees. All other times are considered non-standard.
- Overtime: After 5:00 pm and all day Saturday and Sunday.
- Contractor shall work during college non-standard working hours, college off-hours, recess periods, college authorized holidays or legal holidays, and/or weekends.
- As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.
- All costs related to hourly labor rates, whether during normal business hours or for emergency service not during normal business hours, shall be included in your bid.
- Unit prices must be fully-loaded and be inclusive of wages, response time, travel time from portal to portal, time for the preparation of estimates, supplying or acquiring materials, attending mandatory pre-job conferences, the administration of the Agreement by the Bidder for the processing of submittals, shop drawings, permits, invoices or paperwork, overhead, general and administrative expenses, and profit. There will be no separate charge to BC for any of these tasks or items.
- Unit prices billed must be for the hourly labor cost for actual work performed on the jobsite only.
- Subcontracting / Specialty Contractors hired by the Awardee for services under this contract will be provided on a strictly COST PLUS maximum of 10% arrangement only.
 - Documentation of awardee's subcontractor costs must be provided with actual invoices from the subcontractor. The cost-plus mark-up for these subcontractor services cannot exceed 10%.
- The bidder proposes and agrees to provide all materials, labor, supervision, travel, fuel cost, equipment, tools, etc., to perform the work required in accordance with the bid documents for HVAC EMS Services for the following pricing:

College may elect to supply large dollar items if it is able to procure these items at a lower cost.

ON DEMANDSTAR.COM, SEE THE SEPARATE EXCEL DOCUMENT FOR THE "SECTION 5 – BID FORM" WITH LIST OF ITEMS.

The excel "Bid Form" is multiple pages.

SUBMIT YOUR BID PRICING USING THE EXCEL "Bid Form".

COMPANY REPRESENTATIVE: Bidder(s) must indicate in the space provided the name, street address, email address, and telephone number of the representative who could make scheduled visits to the College end users and who will be available upon request to resolve service, billing and delivery problems.
Failure to indicate a company representative will result in disqualification of bid submitted.

- Name: _____

- Street Address: _____
- Email: _____
- Telephone #: _____
- Fax #: _____
- Email: _____

SMALL DISADANTAGED BUSINESS (SDB) PARTICIPATION:

NOTE TO BIDDER: Review General Condition 49 prior to prior to completing this bid.

Bidder must indicate responses in the space provided below:

Bidder is certified as Small Diverse Small Business (SDSB) as defined in the College Policy 6Hx2-6.36

NO YES

If yes, Bidder must provide and attach to their bid submittal a copy of their certification as defined in Policy 6Hx2-6.36, and from one of the accepted seven certifying agencies.

Indicate the SDSB group owning controlling interests in the firm in the space provided below:

SSDB group owning controlling interests is: _____

Bidder is NOT certified as SDSB, but has provided a detailed SDSB participation/utilization plan to show how it will incorporate at least 5 percent (5%) SDSB participation. College recognizes 2nd and 3rd tier spends.

NO YES

BIDDER FIRM NAME: _____

Signature: _____

Print name: _____

END of BID FORM

SECTION 6, GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College, and information, data and documents made available by the College in connection with this solicitation have been provided solely and exclusively for information purposes and without representation, warranty, guarantee or promise by the College, expressed or implied, with respect to accuracy, completeness or fitness or usability for any purpose. Respondent will at its cost perform due diligence, site evaluation and pre-construction activities at its cost and will rely solely and exclusively on the results of such activities and its experience and expertise and not on any statement, projection, estimate, description, information, data or document furnished by the College. The College will deliver the leased property and project site to party awarded the contract as-is, where-is, with all improvements, buildings, structures, infrastructure, defects and deficiencies, and with no representation, warranty, guarantee, promise, indemnity or other undertaking, express or implied, regarding the condition of the leased property or the project site or marketability, suitability for permitted use or value.
2. **AWARD.** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for two (2) additional one year periods and/or 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is a) no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the awardee shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondents name, proposal number, and item number. Such samples when requested by the College must be furnished no later than 72 hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **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.
15. **DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.

16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If Installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.
18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **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 be 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.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer flex week, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** 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 the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies. The College disclaims any liability, obligation or responsibility for the payment of consequential, special, indirect, incidental or other similar damages incurred or sustained by respondent in any way arising out of or relating to this solicitation.

31. **LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of College or an immediate family member of an employee of College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
 - a. Any agreement resulting from the award of this solicitation; then
 - b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - c. this solicitation; then
 - d. respondent's proposal.

In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.
37. **OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal 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 [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.
42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the College.
43. **INDEMNIFICATION:**
 - a. By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.
 - b. By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.
44. **SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all

Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.

45. **GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **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.
48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
 - a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - b. Federal tax on transportation of property.
 - c. Cost of Municipal Building Permits.
 - d. Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of submitting a proposal agree to this condition.
49. **SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any BC contractor found in violation of this policy will be removed from BC's vendor list and prohibited from bidding on BC goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

50. **SUSTAINABILITY AND RECYCLING:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **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.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the college determines that payment in excess to those agreed to hereunder have been made to Contractor, Contractor agrees to return payment to the College within 30 days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "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.
57. **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 (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **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.

59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment from an employer other than the College).
61. **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. 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".

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, Procurement Services Department, 6400 N.W 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services 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 Procurement Services 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 Procurement Services 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. of the next calendar day that is not a Saturday or 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". 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 vendor 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, 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. Upon payment of such costs and charges by the protestant, the bond shall be returned. 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.

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, Procurement Services Department, 6400 N.W 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business

Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.

64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.
65. **FLORIDA STATUTE #283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE #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.

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**See separate documents on demandstar.com
(Attachment 1a,
Attachment 1b, and
Attachment 1c)**

SECTION 8, ATTACHMENT 1
BIDDER QUALIFICATION FORM

BIDDER QUALIFICATION FORM

1. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).

Legal Name of Company/Bidder: _____

Address of the principal place of business is: _____

Phone Number: (____) _____ Fax Number: (____) _____

website: _____

The business is a (mark an X next to form of business entity):
Corporation: _____ LLC: _____ Partnership: _____ Individual: _____

The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

_____ TITLE: _____
_____ TITLE: _____
_____ TITLE: _____
_____ TITLE: _____

Number of years in business under this same name: _____

Number of years in business under same ownership: _____

Dun & Bradstreet Number (DUNS #): _____

2. **Date of Organization or Incorporation:** _____

3. **Office Organization:**

Contact Person: _____

Email address for Contact Person: _____

Phone Numbers for Contact Person: DAY: _____ NIGHT: _____

On-Site Supervisor (for Service Vendors): _____

Email address for On-Site Supervisor: _____

Phone Numbers for On-Site Supervisor: DAY: _____ NIGHT: _____

4. **Licenses Holder's Name:** **Type of License, Entity Issuing, and Number:**
May list on separate page and attach.

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

5. **Certificates Holder's Name (technicians and others):** **Type of Certificate, Entity Issuing, and Number:**
May list on separate page and attach.
Submit proof of certification(s) such as a copy of the certification.

1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

6. **Experience:**
May list on separate page and attach.

Proposer must demonstrate a strong documented track record of current engagement and successfully completed services, as specified in the Technical Specifications, Scope of Work section of this solicitation, and are normally and routinely engaged in **directly** and predominately performing HVAC contractor services which include service to commercial HVAC EMS.

Proposer must have and demonstrate a minimum of five (5) years' experience in provision of commercial HVAC EMS services.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>	<u>CONTRACT PERIOD</u>
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1. _____

2. _____

3. _____

4. _____

5.

7. Have you ever failed to complete a contract awarded to you? If so, state where, when and why?

8. List any account that canceled your service in the last two years.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>CONTRACT PERIOD</u>
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1.

2.

3.

4.

5.

9. Is either the Bidder or its principals presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency?

10. **Insurance Carrier:**

Name:

Address:

Contact Person: _____ Telephone No. _____

11. **References:**

Submit at least five client references, preferably higher education clients, for which bidder/proposer has performed (or is currently performing) work similar in nature and size as the project/service/goods described herein during the last two (2) year period. Understand that each client may be contacted to verify the validity of the partnership between the Bidder and the client.

Client Name	
Address of Client	
Client Contact Name	
Contact Title	
Contact Email Address	
Contact Phone Number	
Contact Title	
Is Client a college or university?	Yes ____ No ____
Duration of Client Relationship:	Date Started _____ Date Ended: _____ for _____ Total Years.
Additional Information (attach pages as necessary): Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.	

Failure to provide any required information, licenses, certifications, or any other required documents in accordance with these instructions will likely result in disqualification of the submittal as non-responsive.

END of BIDDER QUALIFICATION FORM

SECTION 8, ATTACHMENT 2
VENDOR CONFLICT OF INTEREST FORM

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their response the name of any officer, director, employee or agent of firm who is also an employee of Broward College or an immediate family member of an employee of Broward College. If there are none, check NO below.

Have Conflict of Interest: **Yes or No** (check)

NO YES

If Yes, please explain below:

BIDDER'S FIRM NAME: _____

Print name and title: _____

Signature: _____

(Balance of page intentionally left blank.)

SECTION 9, ATTACHMENT 1

STATEMENT OF "NO" BID

If your company will not be submitting a bid in response to this Invitation to Bid or Request for Proposal, please complete this Statement of "No" Bid Sheet and return, prior to the Bid/RFP Due Date established within, to:

BROWARD COLLEGE
Procurement Services Department
6400 NW 6th Way, 2nd Floor
Fort Lauderdale, Florida 33301

This information will help the College in the preparation of future Bids and RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

<input checked="" type="checkbox"/>	Reasons for "NO" Bid:
<input type="checkbox"/>	Unable to comply with product or service specifications.
<input type="checkbox"/>	Unable to comply with scope of work.
<input type="checkbox"/>	Unable to quote on all items in the group.
<input type="checkbox"/>	Insufficient time to respond to the Invitation to Bid.
<input type="checkbox"/>	Unable to hold prices firm through the term of the contract period.
<input type="checkbox"/>	Our schedule would not permit us to perform.
<input type="checkbox"/>	Unable to meet delivery requirements.
<input type="checkbox"/>	Unable to meet bond requirements.
<input type="checkbox"/>	Unable to meet insurance requirements.
<input type="checkbox"/>	Other (Specify below)

Comments:

Signature: _____ Date: _____

BID NO. 2021-051-EH for HVAC EMS SERVICES			
BID FORM (PRICING) - THIS IS NOT AN ORDER			
To be considered, provide pricing on Excel Bid Form. Note: Bid Form contains several pages.			
BIDDER'S COMPANY NAME:			
GROUP 1:			
HOURLY LABOR RATE - SERVICE DURING NORMAL BC BUSINESS HOURS (7:00 am to 5:00 pm, Monday to Friday):			
ITEM #1 HVAC Technician and support:			
	<u>Description</u>	<u>PRICE</u>	<u>UNIT</u>
		<u>(enter price rates to two decimal places)</u>	
A.	HVAC Technician Journeyman		Hour
B.	Mechanic		Hour
C.	Apprentice		Hour
D.	Installer		Hour
E.	Laborer/Helper		Hour
F.	Supervisor		Hour
G.	HVAC Technician Journeyman		1/2 Hour
H.	Mechanic		1/2 Hour
I.	Apprentice		1/2 Hour
J.	Installer		1/2 Hour
K.	Laborer/Helper		1/2 Hour
L.	Supervisor		1/2 Hour
	<u>TOTAL Group 1 (Sum of Group 1, A through L inclusive):</u>	\$0.00	

SEE PAGEs BELOW FOR			
ADDITIONAL REQUIRED INFORMATION (FOR INFORMATIONAL PURPOSES)			
ADDITIONAL REQUIRED INFORMATION (FOR INFORMATIONAL PURPOSES)			
OVERTIME: State the times, in the space provided below, when overtime rates apply other than Broward College normal working hours of 7:00 am to 5:00 pm, Monday to Friday:			
	<u>The overtime times are:</u>		
WEEKDAY: Weekday overtime labor rates other than normal BC working hours:			
HVAC Technician and support (for Weekday overtime):			
Item #	Description	PRICE	UNIT
		<u>(enter price rates to two decimal places)</u>	
1.	HVAC Technician Journeyman		Hour
2.	Mechanic		Hour
3.	Apprentice		Hour
4.	Installer		Hour
5.	Laborer/Helper		Hour
6.	Supervisor		Hour
7.	HVAC Technician Journeyman		1/2 Hour
8.	Mechanic		1/2 Hour
9.	Apprentice		1/2 Hour
10.	Installer		1/2 Hour
11.	Laborer/Helper		1/2 Hour

12.	Supervisor		1/2 Hour
WEEKEND & HOLIDAY: Weekend overtime labor rates for all day on Saturdays and Sundays or holiday hours.			
HVAC Technician and support (for weekend or holiday overtime):			
Item #	Description	PRICE	UNIT
		(enter price rates to two decimal places)	
1.	HVAC Technician Journeyman		Hour
2.	Mechanic		Hour
3.	Apprentice		Hour
4.	Installer		Hour
5.	Laborer/Helper		Hour
6.	Supervisor		Hour
7.	HVAC Technician Journeyman		1/2 Hour
8.	Mechanic		1/2 Hour
9.	Apprentice		1/2 Hour
10.	Installer		1/2 Hour
11.	Laborer/Helper		1/2 Hour
12.	Supervisor		1/2 Hour

See next page.			
EMERGENCY SERVICE NOT DURING NORMAL BUSINESS HOURS:			
Bidder must state, in the space provided here, the minimum number of hours necessary for compensation for Emergency Service (may not exceed 4 hours any period on the clock, any day, any time):			
	<u>The Minimum Number of Hours is:</u>		
HVAC Technician and support (for Emergency Services Not During Normal Business Hours):			
Item #	Description	PRICE	UNIT
		(enter price rates to two decimal places)	
1.	HVAC Technician Journeyman		Hour
2.	Mechanic		Hour
3.	Apprentice		Hour
4.	Installer		Hour
5.	Laborer/Helper		Hour
6.	Supervisor		Hour
7.	HVAC Technician Journeyman		1/2 Hour
8.	Mechanic		1/2 Hour
9.	Apprentice		1/2 Hour
10.	Installer		1/2 Hour
11.	Laborer/Helper		1/2 Hour

12.	Supervisor		1/2 Hour
HVAC PARTS:			
Maximum mark-up percentage: All supplies and materials (to be furnished by Contractor if and when requested by BC) under this contract shall be at Contractor's actual cost plus mark-up of no greater than maximum mark-up percentage bid. Documentation of awardee's cost must be provided with bonafide complete itemized invoices from the supplier showing materials/supplies purchased and Proposer's cost.			
Unit prices must be inclusive of response time, travel time from portal to portal, time for the preparation of estimates, supplying or acquiring materials, attending mandatory pre-job conferences, and the administration of the Agreement by the Bidder for the processing of submittals, shop drawings, permits, invoices or paperwork. There will be no separate charge to BC for any of these tasks. Unit prices billed must be for the hourly labor cost for actual work performed on the jobsite only.			
Documentation of awardee's actual cost must be provided with bonifide complete itemized invoices from the awardee's supplier showing parts, materials and supplies purchased and awardee's cost.			
The cost-plus mark-up to awardee's supplier or Dealer cost for these materials cannot exceed the percentage indicated below by bidder.			
Provide mark-up on any parts, materials and supplies required to be used in repairs.			
Unit prices must be inclusive of wages, overhead, profit and general and administrative expenses.			
No mark-up of sales tax is allowed.			
Provide maximum percentage in the space below, not to exceed 10 %. Provide to two decimal places.			
Parts, Materials, Supplies Cost-Plus Mark-Up Percentage Maximum			%
SMALL DIVERSE BUSINESS (SDB) PARTICIPATION:			
NOTE TO BIDDER: Review General Condition 50 prior to completing this bid.			
Bidder must indicate responses in the space provided below:			

	Bidder is certified as SDSB as defined in Broward College Policy 6Hx2-6.36:	NO: _____	YES: _____
	If yes, Bidder must provide and attach to their bid submittal a copy of their certification as defined in Policy 6Hx2-.6.36, and from one of the accepted seven certifying agencies.		
	Indicate the SDB group owning controlling interests in the firm in the space provided below:		
	SDB group owning controlling interests is:		
	Bidder is NOT certified as SDB, but has provided an SDB participation/utilization plan to show how it will incorporate at least 5 percent SDB participation:	NO: _____	YES: _____
<i>END of BID SUMMARY FORM</i>			

ITB-2021-051-EH

HVAC Energy Management System Services

June 18, 2021

RECOMMENDATION TO AWARD

Estimated Expenditure: The estimated cumulative expenditure for the initial three-year contract period is \$1,500,000. However, expenditures are subject to change based on usage and approved budget.

Justification: ITB-2021-051-EH was released requesting bids to establish a contract with a responsive and responsible bidder, licensed by State of Florida, who is qualified to provide HVAC maintenance, service and repair to equipment, at an hourly rate, in order to maintain efficient operation and minimize repairs while extending the life of the equipment through the implementation of a comprehensive maintenance program of existing equipment and including any future equipment that may currently be under warranty or that may be purchased by the College. Services will be required at multiple College campuses and facilities.

This recommendation for award establishes a thirty-six (36) month contract with two (2) additional one-year renewal periods under the same terms, conditions, and specifications, subject to the College's approval.

Established pricing will remain firm throughout the first three (3) years contract period. Based on approved budget, the department may exercise the option to renew the contract for the duration identified in the solicitation.

Bids were received from the following two (2) bidders:

- Pilar Services, Inc.
- Thermal Concepts, Inc.

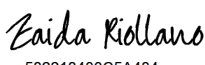
Recommendation: Award to the following two (2) qualified bidders, meeting terms, conditions:

- Pilar Services, Inc.
- Thermal Concepts, Inc.

Bid Notice released on February 26, 2021, through DemandStar (Onvia):

Total Bidders Notified	<u>573</u>	Planholders	<u>30</u>
M/WBE/SDB Bidders Notified	<u>188</u>	M/WBE/SDB Planholders	<u>7</u>

Date: 6/18/2021

DocuSigned by:

 582218400C5A484...
 By: _____
 Zaida Riollano, District Director, Strategic Sourcing,
 Procurement Services

Date: _____

By: _____
 Judy Schmelzer, AVP, Business Services & Resource Management
 Approved via MinuteTraq

Date: _____

By: _____
 John Dunnuck, Senior Vice President, Finance & Operations
 Approved via MinuteTraq



Procurement Services Department
 6400 NW 6th Way, 2nd Floor
 Fort Lauderdale, FL 33309
 Ph: 954-201-7455
 Fax: 954-201-7330
www.broward.edu/procurement

ITB-2021-051-EH

HVAC Energy Management System Services

June 18, 2021

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Date: 6/18/2021

By: _____

DocuSigned by:

Zaida Riollano

582218400C5A484...

Zaida Riollano, District Director, Strategic Sourcing,
Procurement Services

DocuSigned by:

Judy Schmelzer

A95183A51172485

Date: 9/30/2021

By: _____

Judy Schmelzer, AVP, Business Services & Resource Management
Approved via MinuteTraqDate: 9/30/2021

By: _____

DocuSigned by:

John Dunmuck

1748ED749A745435K

John Dunmuck, Senior Vice President, Finance & Operations
Approved via MinuteTraq



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

September 30, 2021

THERMAL CONCEPTS, INC.
2201 College Avenue
Davie, FL 33317

Attn: Mr. Allen Irvine
Email: airvine@thermalconcepts.com

Dear Mr. Irvine,

This letter is to confirm that your bid response to the solicitation regarding **HVAC ENERGY MANAGEMENT SYSTEM SERVICES**, Contract **ITB-2021-051-EH**, has been approved by the College.

Pursuant to the terms and conditions of this solicitation, it is necessary that your company provide the College with an updated Certificate of Insurance within ten (10) days of this notification. "The District Board of Trustees of Broward College, Florida" shall be named as an additional insured under the General Liability policy. The address in the Certificate Holder box is to read: The District Board of Trustees of Broward College, Florida, Office of Risk Management, 6400 NW 6th Way, Fort Lauderdale, FL 33309. Please include the solicitation number on the certificate.

The initial term of this contract is three (3) years from the date of the contract commencement. This contract includes two (2) additional one-year renewal options subject to the College's approval. The Procurement Services Department reserves the right to issue each option-to-renew, in the best interest of the College. The initial term shall be:

CONTRACT PERIOD: September 30, 2021 through September 29, 2024

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email: oaponte@broward.edu.

Sincerely,

DocuSigned by:

Zaida Riollano

582218400C5A484...

Zaida Riollano
District Director, Strategic Sourcing, Procurement Services

Attachment: Fully Executed Contract

cc: ITB-2021-051-EH File
Yohannes Asgedom, Manager, Energy Management Systems

EXHIBIT A-1 PRICING			
		Thermal Concepts	
GROUP 1:			
HOURLY LABOR RATE - SERVICE DURING NORMAL BC BUSINESS HOURS (7:00 am to 5:00 pm, Monday to Friday):			
ITEM #1 HVAC Technician and support:			
	<u>Description</u>	<u>PRICE</u>	<u>UNIT</u>
		(enter price rates to two decimal places)	
A.	HVAC Technician Journeyman	\$80.00	Hour
B.	Mechanic	\$80.00	Hour
C.	Apprentice	\$0.00	Hour
D.	Installer	\$80.00	Hour
E.	Laborer/Helper	\$0.00	Hour
F.	Supervisor	\$90.00	Hour
G.	HVAC Technician Journeyman	\$40.00	1/2 Hour
H.	Mechanic	\$40.00	1/2 Hour
I.	Apprentice	\$0.00	1/2 Hour
J.	Installer	\$40.00	1/2 Hour
K.	Laborer/Helper	\$0.00	1/2 Hour
L.	Supervisor	\$45.00	1/2 Hour
	<u>TOTAL Group 1 (Sum of Group 1, A through L inclusive):</u>	\$495.00	
SEE PAGEs BELOW FOR			



ADDITIONAL REQUIRED INFORMATION (FOR INFORMATIONAL PURPOSES)			
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OVERTIME: State the times, in the space provided below, when overtime rates apply other than Broward College normal working hours of 7:00 am to 5:00 pm, Monday to Friday:			
	<u>The overtime times are:</u>		
	After 5:00 pm and all day Saturday and Sunday		
WEEKDAY: Weekday overtime labor rates other than normal BC working hours:			
HVAC Technician and support (for Weekday overtime):			
Item #	Description	PRICE	UNIT
		<u>(enter price rates to two decimal places)</u>	
1.	HVAC Technician Journeyman	\$120.00	Hour
2.	Mechanic	\$120.00	Hour
3.	Apprentice	\$0.00	Hour
4.	Installer	\$120.00	Hour
5.	Laborer/Helper	\$0.00	Hour
6.	Supervisor	\$125.00	Hour
7.	HVAC Technician Journeyman	60	1/2 Hour
8.	Mechanic	60	1/2 Hour
9.	Apprentice	0	1/2 Hour
10.	Installer	60	1/2 Hour
11.	Laborer/Helper	0	1/2 Hour
12.	Supervisor	62.5	1/2 Hour



WEEKEND & HOLIDAY: Weekend overtime labor rates for all day on Saturdays and Sundays or holiday hours.			
HVAC Technician and support (for weekend or holiday overtime):			
Item #	Description	PRICE	UNIT
		(enter price rates to two decimal places)	
1.	HVAC Technician Journeyman	\$120.00	Hour
2.	Mechanic	\$120.00	Hour
3.	Apprentice	\$0.00	Hour
4.	Installer	\$120.00	Hour
5.	Laborer/Helper	\$0.00	Hour
6.	Supervisor	\$125.00	Hour
7.	HVAC Technician Journeyman	60	1/2 Hour
8.	Mechanic	60	1/2 Hour
9.	Apprentice	0	1/2 Hour
10.	Installer	60	1/2 Hour
11.	Laborer/Helper	0	1/2 Hour
12.	Supervisor	62.5	1/2 Hour
See next page.			
EMERGENCY SERVICE NOT DURING NORMAL BUSINESS HOURS:			
Bidder must state, in the space provided here, the minimum number of hours necessary for compensation for Emergency Service (may not exceed 4 hours)			



any period on the clock, any day, any time):			
		The Minimum Number of Hours is:	4
HVAC Technician and support (for Emergency Services Not During Normal Business Hours):			
Item #	Description	PRICE	UNIT
		<u>(enter price rates to two decimal places)</u>	
1.	HVAC Technician Journeyman	\$120.00	Hour
2.	Mechanic	\$120.00	Hour
3.	Apprentice	\$0.00	Hour
4.	Installer	\$120.00	Hour
5.	Laborer/Helper	\$0.00	Hour
6.	Supervisor	\$125.00	Hour
7.	HVAC Technician Journeyman	60	1/2 Hour
8.	Mechanic	60	1/2 Hour
9.	Apprentice	0	1/2 Hour
10.	Installer	60	1/2 Hour
11.	Laborer/Helper	0	1/2 Hour
12.	Supervisor	62.5	1/2 Hour
HVAC PARTS:			
<p>Maximum mark-up percentage: All supplies and materials (to be furnished by Contractor if and when requested by BC) under this contract shall be at Contractor's actual cost plus mark-up of no greater than maximum mark-up percentage bid. Documentation of awardee's cost must be provided with bonafide complete itemized invoices from the supplier showing materials/supplies purchased and Proposer's cost.</p>			
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<p>Documentation of awardee's actual cost must be provided with bonifide complete itemized invoices from the</p>			



