INVITATION FOR BID

Audio / Video Equipment for New Library and Learning Center
Project No. 5-15-1-17
RFP# FAC2017-41
January 20, 2017
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INVITATION FOR BIDS (IFB)

Sealed Bids will be received by THE DISTRICT BOARD OF TRUSTEES OF STATE COLLEGE OF FLORIDA, MANATEE-SARASOTA (SCF) hereafter to be identified as “Owner” at the Facilities Management Department, Building 23, 5840 26th W. Bradenton, Florida 34207 prior to 10:00 am on Wednesday, March 1, 2017 at which time Bids shall be publicly opened for performing all Work necessary for the Construction of:

State College of Florida Audio / Video Equipment for New Library & Learning Center

Project No. 5-15-1-17, IFB# FAC2017-41
Project Scope: Provide Audio Video Equipment and installation for a new 2-story library of approximately 63,000 S.F.

There is a Bid Bond, Performance Bond, and Payment Bond required for this project. The Bidder as “Prime Contractor” must be licensed to perform the work described herein and hereafter be identified as "Contractor".

Bid Documents may be viewed and downloaded from the SCF College Facility Management Open Bid Web Page: http://www.scf.edu/Administration/AdministrativeDepartments/Facilities/OpenBids.asp
If you have any issues with downloading this information please contact the SCF Construction Project Manager for the project:

Project Manager: Chris Lepper
Facilities, Building #23
5840 26th Street West
Bradenton, FL 34207
Phone: 941-752-5246 Email: lepperc@scf.edu

Any Bid may be withdrawn until the date and time set for opening of the Bid. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer to sell to SCF the goods or services set forth in the attached specifications. No Bids may be withdrawn after the scheduled closing time for receipt of Bids for a period of One Hundred Twenty (120) days.

Bids shall be SEALED and plainly marked BID, with name of PROJECT, TIME, and DATE DUE. SCF reserves the right to reject any and all Bids received and to waive any and all minor technicalities in regard thereto.

A NON-MANDITORY PRE-BID CONFERENCE: Friday, February 10, 2017 at 10:00 am,
Bradenton Campus, Building 23, Conference Room 109: Location Address: 5840 26th Street W., Bradenton, FL 34207

All Bidding Contractors may attend the NON-MANDITORY pre-bid conference. In the event a potential Contractor is unable to attend the NON-MANDITORY pre-bid conference/walkthrough, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential Contractor at a pre-bid conference/walkthrough.

Bid tabulations with recommended awards shall be posted for review by interested parties on the SCF web site on March 22, 2017 and remain posted for a period of seventy-two (72) hours. Failure to file a protest within the time prescribed by section 120.57 (3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed Statutes.

Invitation to Bid issued January 20, 2017
INSTRUCTION TO BIDDERS

ARTICLE 1
DEFINITIONS

1.1 Allowance – An Allowance is an amount stated in the Bid which will be included in the Contract sum. The Allowance is a method of allocating construction funds to portions of the work that cannot be specified with sufficient particularity for competitive Bidding at the time of Contracting. An allowance may also include items of superficial or decorative nature that will be selected at a later time when colors, textures, furniture, and interior designs are more definitely established. All of the Contractor’s costs relating to cash allowance items, other than the actual purchase, should be included in the Contract sum, not in the allowance. Allowances shall only be used for the purpose indicated in the Contract documents. Any unused funds allocated to an allowance line item shall not be paid out as part of any final payment but shall be removed from the Contract at Substantial Completion via Deductive Change Order.

1.2 Alternate - An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted. Alternates listed in the bidding documents can be accepted at any time after the Contract award by change order provided the Contractor remains the low bidder on the combination of the base bid and the alternates selected.

1.3 Addenda are written or graphic instructions issued by the SCF Construction Project Manager prior to the formal opening of Bids which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 Award Letter – A written confirmation of an award of a Contract by the Owner to the successful bidder stating the amount of the award, the award date and when the Contract will be signed.

1.5 Base Bid – The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

1.6 Bid – A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.7 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation for Bids, Instructions to Bidders, the Bid Form, and other sample Bidding and Contract forms. The proposed Contract Documents consist of the form of Contract for Construction: Chapters 1 thru 37, Drawings, Specifications and all Addenda issued prior to execution of the Contract.

1.8 Bidder – A Bidder shall mean the individual, partnership, corporation or other legal entity executing the Bid form. In the event the Bid form is executed by a partnership, corporation or other legal entity, that entity alone shall be deemed to be the Bidder. The following are several types of Bidding Entities:

1.8.1 Sole Proprietorship - A sole proprietorship, also known as a sole trader or simply a proprietorship, is an unincorporated type of business entity in which one person owns all the assets of the business in which there is no legal distinction between the owner and the business, in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
1.8.2  Partnership - A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.

1.8.3  Corporation - A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.

1.8.4  Joint Venture - New firm formed to achieve specific objectives of a partnership like temporary arrangement between two or more firms. JVs are advantageous as a risk reducing mechanism in new-market penetration, and in pooling of resource for large projects. A joint venture has most of the elements of a partnership such as shared management, the power of each venturer to bind the others in the business, division of profits, and joint responsibility for losses. However, unlike a partnership, a joint venture anticipates a specific area of activity and/or period of operation, so after the purpose is completed, bills are paid, and profits (or losses) are divided, the joint venture is usually terminated. In addition, a Joint Venture requires that each venturer be jointly and severally liable for the whole construction/assembly project to be undertaken.

1.8.5  Limited Liability - A limited liability company is a hybrid-type of legal structure that provides the limited liability features of a corporation and the tax efficiencies and operational flexibility of a partnership. The “owners” of an LLC are referred to as “members.” Depending on the state, the members can consist of a single individual (one owner), two or more individuals, corporations, other LLCs, and even other entities. Unlike shareholders in a corporation, LLCs are not taxed as a separate business entity. Instead, all profits and losses are “passed through” the business to each member of the LLC. LLC members report profits and losses on their personal federal tax returns, just like the owners of a partnership would. However, a partner or investor cannot lose more than the amount invested. Thus, the investor or partner is not personally responsible for the debts and obligations of the company in the event that these are not fulfilled.

1.9  Board - When the term “the Board” is used in these Contract documents it shall mean the District Board of Trustees of The State College of Florida, Manatee-Sarasota.

1.10  Bonds for Construction – The following Terms, Conditions, and Definitions apply to all Bonds: (i) Obligee: beneficiary of the surety guarantee; usually the owner/agency overseeing a project; (ii) Principal: Contractor performing the Contract and paying for the bond; (iii) Surety: insurance carrier guaranteeing performance of the Contract through a surety bond.

1.10.1  If the principal fails to perform the obligation stated in the bond, both the principal and the surety are liable on the bond, and their liability is “joint and several.”

1.10.2  The Amount of the Bonds shall equal the Contract price except as noted in the specifications or as superseded by Section 255.05, F.S... 

1.10.3  The following descriptions are general in nature. Actual Terms and Conditions of the Bonds shall be as stated on the AIA Bond Forms listed in the Contract Documents.
1.10.3.1 **Bid Bonds** - A bid bond guarantees the owner that the principal will honor its bid and will sign all Contract documents if awarded the Contract. The owner is the obligee and may sue the principal and the surety to enforce the bond. If the principal refuses to honor its bid, the principal and surety are liable on the bond for any additional costs the owner incurs in reletting the Contract. This usually is the difference in dollar amount between the low bid and the second low bid. The penal sum of a bid bond often is ten to twenty percent of the bid amount.

1.10.3.2 **Performance Bonds** - A performance bond guarantees the owner that the principal will complete the Contract according to its terms including price and time. The owner is the obligee of a performance bond, and may sue the principal and the surety on the bond. If the principal defaults, or is terminated for default by the owner, the owner may call upon the surety to complete the Contract. Many performance bonds give the surety three choices: completing the Contract itself through a completion Contractor (taking up the Contract); selecting a new Contractor to Contract directly with the owner; or allowing the owner to complete the work with the surety paying the costs. The penal sum of the performance bond usually is the amount of the prime construction Contract, and often is increased when change orders are issued. The penal sum in the bond usually is the upward limit of liability on a performance bond. However, if the surety chooses to complete the work itself through a completing Contractor to take up the Contract then the penal sum in the bond may not be the limit of its liability. The surety may take the same risk as a Contractor in performing the Contract.

1.10.3.3 **Payment Bonds** - A payment bond guarantees the owner that Subcontractors and suppliers will be paid the monies that they are due from the principal. The owner is the obligee; the “beneficiaries” of the bond are the Subcontractors and suppliers. Both the obligee and the beneficiaries may sue on the bond. An owner benefits indirectly from a payment bond in that the Subcontractors and suppliers are assured of payment and will continue performance.

1.11 **Contract for Construction** - A written agreement between the Owner and a Contractor for provision of goods, products, materials, equipment, systems, management, supervision, labor and services required to construct all or part of a Project.

1.12 **Construction Price** - The dollar amount for which a Contractor agrees to perform the Work set forth in a Contract For Construction.

1.13 **Contract Time** - The time allowed for completion of all work required by the Contract will be stated in the Bidding Documents and subsequent Contract and that time allotment will be known as the Contract Time. For reasons of public interest, it is essential that the work be prosecuted continuously and effectively, with the least possible delay, to the end that all work will be completed within the time period allowed.

1.14 **Days** - Unless otherwise indicated in these documents the use of the word “day” shall mean a “calendar day(s)”.

1.15 **Definitions** set forth in Article 8 of the (Contract For Construction), or in other Contract Documents are applicable to the Bidding Documents.
1.16 Delivery - Bids should be quoted FOB Destination.

1.17 Direct Tax Saving Purchase - The Owner reserves the right, at the Owner’s sole option, to utilize a direct tax saving purchase plan for the procuring of materials and/or equipment to be utilized in this project. This plan may entail equipment or materials procured under a separate solicitation for incorporation into the Project or equipment and/or materials procured as part of the Project.

1.18 Drug Free Workplace - Pursuant to Section 287.087, Florida Statutes, whenever two or more bids which are equal with respect to price, quality and service are received by the state or by any political subdivision for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

1.19 Execution of Original Contract - The Owner shall consider all bids received and either reject or identify the apparent low bidder, considering base bid and accepted alternates, and award a Contract for a fixed amount for the work. The Contract shall include a time limit by which the construction is to be completed. After posting the Award Letter, SCF will forward to the Contractor Contract(s) and related documents to be executed. If within 10 calendar days of receipt, the successful bidder does not execute and return the Contract(s) and furnish the required Contract documents including but not limited to insurance and bonds properly signed by the Contractor, the bidder may be deemed to be in default and SCF may retain his bid bond. Award may then be made to the next lowest responsive and responsible bidder, or all bids may be rejected.

1.20 FTP Site – An electronic data repository that allows downloading of files by the use of file transfer protocol (FTP) over the internet, via a user name and password, supplied by the SCF Construction Project Manager or designee, as listed on the Invitation for Bids. For the purpose of these bidding documents the FTP site shall be the site accessible through The District Board of Trustees of State College of Florida, Manatee-Sarasota, Facilities Management web page, www.scf.edu / Administration / Administrative Departments / Facilities Management.

1.21 Irrevocable Offer - For the purpose of this Invitation for Bids any Bid or Proposal once tendered, upon opening, shall represent a binding offer to sell to The District Board of Trustees of State College of Florida, Manatee-Sarasota, the goods and services set forth in these specifications for a period of not less than 120 days.

1.22 Notice to Proceed or Commence – Upon receipt by the Owner of required bond and any other items detailed in the Award Letter, said Owner shall issue a Notice to Proceed or a Notice of Commencement which for the purpose of this Contract shall be taken to mean the same, whereupon Contractor shall commence the project on the date established in the Notice. The date established will be the start date with which to measure Substantial Completion and Final Completion dates and/or corresponding Liquidated Damages.

1.23 Pre-Bid Conference - For the purpose of this definition the use of the term “Pre-Bid Conference” shall hereafter be taken to mean “Mandatory” Pre-Bid Conference.

1.23.1 Because of the location of the work involved, to insure the safety of the students, and in order for prospective bidders to have an extensive knowledge of the project, all prospective bidders shall attend a pre-bid conference when scheduled.
1.23.2 The pre-bid conference will include a thorough discussion of the project and a project walkthrough. Bid Proposals will only be accepted from Bidders who have attended and properly registered at the pre-bid conference. A Proposal received from a Bidder who has not attended and properly registered at a scheduled pre-bid conference will not be considered.

1.23.3 Attendance at the pre-bid conference will not meet the requirements of proper registration unless the individual attending has registered at the pre-bid conference in accordance with the following:
   a) The Bidder has clearly identified themselves by filling in the company name and address he or she represents on the official sign-in-sheet.
   b) The individual representing the Bidder has signed their name on the official sign-in-sheet.
   c) Only one company has been shown as being represented by the individual attending.
   d) The individual representing the Bidder is not a Subcontractor.

1.24 Requests for Information (RFI) – Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the bid documents.

1.25 Site - The geographical location of a Project, usually defined by legal boundary lines, and the location characteristics including, but not limited to, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, existing buildings and improvements, and service and utility lines.

1.26 Time Stamped – Official recording of the current date, and time, manually in ink or via electric stamp when Sealed Bids or Proposals were received.

1.27 Sub-Bidder – A Sub-Bidder is a person or entity who submits a Bid to a Bidder for materials, equipment or labor for a portion of the Work.

1.28 Unit Price – A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, labor, delivery, installation, overhead and profit and any other costs or expenses in connection with or incidental to the performance of that portion of the Work to which such unit prices apply.

ARTICLE 2
BIDDER’S REPRESENTATIONS

2.1 The Bidder by submitting a Bid represents that:

2.1.1 Bidder shall bear all costs and expenses incurred in developing, preparing, and submitting the Bid.

2.1.2 The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.

2.1.3 The Bidder has carefully and thoroughly reviewed the Bidding or Contract Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work for which the Bid is submitted, for other portions of the Project, if any, being Bid concurrently or presently under construction.

2.1.4 Bidder and all workmen and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the
Bidding or Contract Documents; and neither the Bidder nor any of its employees, agents, suppliers or Subcontractors have relied on any verbal representations from the Owner, or any of the Owner's employees, agents, or consultants, in preparing the Bid Proposal.

2.1.5 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

2.1.6 The Bidder represents and warrants all products and services offered to the Owner in response to this Invitation for Bids meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596)

2.1.7 Submission of a Bid constitutes an incontrovertible representation that the Bidder has complied with every requirement of Article 2 and that Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

2.1.8 The Bid is based upon the labor, overhead, profit, materials, equipment & systems required by the Bidding Documents along with any other costs or expenses without exception.

ARTICLE 3
BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may obtain complete sets of the Bidding Documents electronically through the office of the SCF Construction Project Manager as stipulated in the Advertisement or Invitation for Bids.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect/Engineer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents or Bidding Documents obtained from sources other than those named in these specifications.

3.1.3 In making copies of the Bidding Documents available on the above terms, the Owner and the Architect/Engineer do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being Bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the SCF Construction Project Manager errors, inconsistencies or ambiguities discovered.
3.2.2 Bidders or Sub-Bidders with any inquiries, suggestions, or requests concerning clarification, interpretation or additional information pertaining to the Bidding Documents shall make a written request (RFI) via E-mail which shall be submitted to the SCF Construction Project Manager or designee listed on the Invitation for Bids at least seven (7) days prior to the date for receipt of Bids.

3.2.2.1 It is the Bidders responsibility to verify the receipt of all submitted RFI’s with the SCF Construction Project Manager.

3.2.2.2 After the issuance of the invitation for Bid, prospective Bidders or any agent, representative or person acting at the request of such Bidder shall not contact, communicate with or discuss any matter relating in any way to the Bid with an officer, agent or employee of The District Board of Trustees of State College of Florida, Manatee-Sarasota other than the SCF Construction Project Manager or their designee. This prohibition begins with the issuance of any Invitation for Sealed Bid, and ends upon execution of the final Contract or when the invitation or request has been canceled.

3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 Except where specifically noted “no substitutions” the materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

3.3.2 Wherever a specific product name appears in the Specifications or Drawings, it shall mean material, equipment, assembly, manufacturer's brands, trade name, items or similar description as applicable.

3.3.3 Where the words "equal to," "approved by," "approved equal," or other synonymous terms are used, it is expressly understood that they shall mean that the approval of any such submission is vested in the Architect/Engineer, whose decision shall be final and binding upon all concerned. All submissions are subject to such approval.

3.3.4 The intent of this article is to encourage and permit competition on qualified products by all reputable and qualified or pre-qualified Contractors, suppliers and manufacturers, whose products, reputations and performances warrant approval for the conditions, intent of design and performance considerations.

3.3.5 Whenever any product is specified or shown by describing proprietary items, model numbers, catalog numbers, manufacturer trade names or similar reference, the Contractor obligates himself to use such products. Where two or more products are shown or specified, the Contractor has his option as to which to use, provided the product meets all requirements of specifications and design criteria. The right is reserved to approve or disapprove proposed deviations in design, function, construction, or similar differences that will affect the design intent.
3.3.6 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the SCF Construction Project Manager at least ten (10) days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work including changes in the work of other Contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect/Engineer's decision of approval or disapproval of a proposed substitution shall be final.

3.3.7 If the Architect/Engineer approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.8 No substitutions will be considered after the Contract award unless specifically provided in the Contract Documents and approved by Owner.

3.4 ADDENDA

3.4.1 Notification of Addenda will be E-mailed to all who are known by the SCF Construction Project Manager to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 It is the Bidders responsibility to go to the SCF FTP site provided in these specifications to download the Addenda in its entirety after notification.

3.4.4 No Addenda will be issued later than three (3) days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.5 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the area provided on the Bid form.

ARTICLE 4
BIDDING PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids shall be submitted in triplicate in a sealed envelope with the project name and number marked prominently on the envelope. Submitted Bids shall be as follows:
   a) one (1) original which must bear an original signature;
   b) two (2) duplicate copies and;
   If material discrepancies are found between the bid copies submitted under a), or b) listed above the information submitted under "original", copy a) shall govern.

4.1.2 All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this Invitation for Bids (IFB).
4.1.3 Bids must be submitted on the Form(s) as provided with or as otherwise specified in this IFB. If a Bid form is provided, no changes are to be made to the Bid form. Any erasures or other changes to Bid amounts must be initialed by the authorized person signing the bid.

4.1.4 All blanks on the Bid form shall be filled in legibly by typewriter, manually in ink, or electronically.

4.1.5 The Bidder shall specify the price per unit of measure and the extended total, or the lump sum Bid price if such is called for, for each scheduled item of work as well as the total price for the entire work under the Contract. Bidders Base Bid and all Alternates for the Project shall contain and include an amount equal to an additional Five Percent (5%) said amount to be a Construction Contingency Allowance that may be used at the discretion of the Owner. Any unused contingency funds shall not be paid out as part of any final payment but shall be removed from the Contract at Substantial Completion via Deductive Change Order.

4.1.6 Where so indicated by the makeup of the Bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

4.1.6.1 In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. All bids shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

4.1.7 All requested Alternates shall be Bid. If an Alternate(s) shall be supplied at no cost to the Owner enter "$ 0.00" in the unit and extended cost blocks. Failure to fill in the Bidders intent for the Alternate(s) may deem the Bid non-responsive.

4.1.8 When requested, all “Appended List of Unit Prices” shall be Bid. Said prices shall apply to Work under the Contract as directed to be executed by the Architect/Engineer. These prices shall not be figured into the Contract Price but shall be deducted from the Contract contingency.

4.1.9 Each copy of the Bid, (Page BF-2), shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder. No Bid will be considered from any Bidder not properly licensed as may be required by law.

4.2 BID SECURITY

4.2.1 If so stipulated in the Advertisement or Invitation for Bids, each Bid shall be accompanied by a Bid security in the form of a Bid Bond, certified check, cashier’s check, treasurer’s check, or bank draft of any national or state bank and in an amount no less than five percent (5%) of the Base Bid, pledging that the Bidder will enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering 100% of the Contract amount insuring the faithful performance of the Contract and payment of all obligations arising thereunder.
4.2.2 If a surety bond is submitted, it shall be written on AIA Document A310™-2010, Bid Bond, unless otherwise provided in the Bidding Documents. The Bid Bond shall be executed in conformance with the requirements set forth below. To be acceptable to the Owner as a Surety on Bid bonds, the Surety shall comply with the following provisions:

4.2.2.1 For Bid amounts that exceed $500,000:

1. Shall be licensed to do business in Florida.

2. Shall have been in business and have a record of successful continuous operations for at least five (5) years.

3. Shall have a minimum Best's policyholder's rating of "A-" and a financial size category of Class IX.

4. Shall have fulfilled all of its obligations on all other bonds given to the Owner.

5. Prepare one (1) original and one (1) duplicate copy of the Bid Bond, for the Owner.

6. Type, print, or electronically fill in the Bidder's, Surety's and Owner's names in the indicated areas on the form.

7. Type, print, or electronically fill in the dollar amount of the bond in the area provided under “Bond Amount”. The words "5% of the Bid" are sufficient.

8. Date the bond prior to the time of Bid opening.

9. Type, print, or electronically fill in the description of the construction project as defined on the first paragraph of the Invitation for Bids in the area provided.

10. Attach a copy of Surety's agent's power of attorney. Attorneys-in-fact who sign Bid bonds or performance and payment bonds must file with such bond a certified copy of their power-of-attorney to sign such bonds. Attorneys-in-fact must place name, address, and telephone number on this certificate. The power of attorney must have an original signature of the Secretary or Assistant Secretary or Surety certifying to the copy. The Surety's corporate seal must be affixed.

4.2.2.2 For Bid amounts of $500,000 or less:

1. Shall meet the requirements as noted in 287.0935 F.S

   a) Shall be licensed to do business in the State of Florida.

   b) Shall hold a certificate of authority authorizing it to write surety bonds in this state.
c) Shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Bid is issued.

d) Shall otherwise be in compliance with the provisions of the Florida Insurance Code.

e) Shall hold a currently valid certificate of authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

2. Shall have fulfilled all of its obligations on all other bonds given to the Owner.

3. Prepare one (1) original and one (1) duplicate copies of the Bid Bond, for the Owner.

4. Type, print, or electronically fill in the Bidder's, Surety's and Owner's names in the indicated areas on the form.

5. Type, print, or electronically fill in the dollar amount of the bond in the area provided under “Bond Amount”. The words "5% of the Bid" are sufficient.

6. Date the bond prior to the time of Bid opening.

7. Type, print, or electronically fill in the description of the construction project as defined on the Invitation for Bids in the area provided.

8. Attach a copy of Surety's agent's power of attorney. Attorneys-in-fact who sign Bid bonds or performance and payment bonds must file with such bond a certified copy of their power-of-attorney to sign such bonds. Attorneys-in-fact must place name, address, and telephone number on this certificate. The power of attorney must have an original signature of the Secretary or Assistant Secretary or Surety certifying to the copy. The Surety's corporate seal must be affixed.

9. On projects that cost less than $200,000, bonds shall be at the discretion of the Owner.

4.2.3 The Owner will have the right to retain the Bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed, the specified insurance has been supplied and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. Bid security in the form of a cashier's check, treasurer's check, or bank draft of any national or state bank shall be returned to all Bidders, except the apparent three (3) lowest Bidders, within Thirty (30) days after opening of the Bids. The remaining Bid security in the form of a cashier’s check shall be returned after execution of the construction agreement and approval of the Performance and Payment Bond.
4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the Bid security, if any, and other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, Project number and the Bidder’s name and address. If the Bid is sent via U.S. Postal Service (USPS) mail, Federal Express (FedEx), Parcel Post (USPS) or other outside delivery service(s) the sealed envelope shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof.

4.3.2 Bids shall be deposited at the designated location, Facilities Management Department, Building 23, as indicated on the Invitation for Bids prior to the time and date for receipt of Bids in order to be considered. Sealed Bids received after the time and date will be time stamped with the notation “late bid” written on the envelope and signed by the Bid officer. A photo copy of the Bid Envelope will be made and retained for the record, the late Bid will be returned unopened. Arrangements for the return of late Bids delivered by an outside carrier will be the responsibility of the Bidder.

4.3.2.1 The official time clock used for the time stamping of Sealed Bids and Proposals shall be the clock located in the front receptionist’s office of the Facilities Management Department, Building 23. It is the Bidders responsibility to check and be aware of the official time.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.3.1 If the Bid is sent via U.S. Postal Service (USPS) mail, Federal Express (FedEx), Parcel Post (USPS) or other outside delivery service(s), the Bidder shall be responsible for its timely delivery to the Facilities Management Department, Building 23. Mail and packages sent using an outside delivery service goes through the Central Services Mail Center not directly to the Facilities Management Department.

4.3.3.2 Bids by fax, telephone, or E-mail will not receive consideration.

4.3.4 Bids shall be publically opened, read, and tabulated at the designated time and place by the officer (an employee of the Owner or other appointed official) whose duty it is to open the Bids. No responsibility will be attached to any officer for the premature opening of a Bid not properly addressed and identified.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid. Negligence on the part of Bidder in preparing the Bid confers no right for the withdrawal of a Bid after it has been opened.

4.4.2 Bids may be withdrawn by written or facsimile notice received at the place designated for receipt of Bids prior to the exact hour and date specified for Bid opening. The notice shall specifically identify the Bid to be withdrawn and shall be signed by an authorized official of the Bidder. Arrangements for the return of a Bid so withdrawn will be the responsibility of the Bidder. A Bid may also be withdrawn in person by an authorized
official of the Bidder, provided proper identification is provided and the individual signs a receipt for the Bid, but only if the request is made prior to the exact hour and date set for the opening of the Bid.

4.4.3 If a Bidder withdraws its Bid and resubmits it with revisions, the revisions should be clearly identified and signed or initialed by the Bidder. The omission of a Bidder's signature or initials to a modification may result in the Bid being determined to be non-responsive.

4.4.4 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.5 Bid security, if required, shall be in an amount sufficient for the Bid as modified or resubmitted.

ARTICLE 5
CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Unless stated otherwise in the Advertisement or Invitation for Bids, the Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids (Bid tabulations) will be made available to Bidders within a reasonable time.

5.1.1.1 The Bid tabulations are for informational purposes only and do NOT constitute actual award/execution of a Contract. The results are the apparent Bidders and all Bids are under review until final award of the Contract.

5.1.1.2 Sunshine Law: 119.071 (1)(b)2 & 3 F.S. General exemptions from inspections or copying of public records states the following:

(2). Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

(3). If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.
5.1.2 Any Bid may be withdrawn until the date and time set for opening of the Bid. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 120 days to sell to The District Board of Trustees of State College of Florida, Manatee-Sarasota the goods and services set forth in these specifications.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required Bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular. Furthermore, the Owner may reject bids, which exceed budgetary constraints, whether in total or by source(s) of funds. The Owner reserves the right to reject any Bidder who in its opinion has previously failed to perform properly or to complete on time or who has neglected payment of bills or otherwise disregarded obligations or whose surety has failed to meet its obligations on any public construction in the state, The Owner reserves the right to reject any Bidder who in its opinion has submitted sub-Contractors that have not successfully preformed on similar projects, who has submitted resumes of the project superintendent and project manager that have not completed projects of similar size and complexity or submits a project schedule that does not show a thorough understanding of the project timelines and schedule of work to complete the project within the Contractual time frame.

5.2.2 At its sole discretion the Owner may also reject any Bid for, but not limited to the following reasons: any omissions, erasures, alterations, additions, or items not called for, or which does not contain prices set opposite to each of the several items in the Bid Form; a Bidder submits more than one Bid for the same work by an individual, firm, partnership or corporation under the same or different names; there is evidence of collusion among those submitting Bids; there is previous participation by the Bidder in collusive Bids on work for SCF; the Bidder submits an unbalanced Bid in which the prices for some items are out of proportion with the prices for other Bid items or which shall in any manner fail to conform to the conditions of the published notice inviting Bids; there is any uncompleted work for which the Bidder is committed by Contract which, in the determination of the Owner, Bidder is delinquent, behind schedule, or in other material ways not in compliance with said Contract.

5.2.3 Any sole response received by the submission date may or may not be rejected by the Owner depending on available competition, budget constraints and current needs of the Owner.

5.2.3.1 Per 255.20(1) (c) 2 F.S., if, after notice by publication in accordance with the applicable ordinance or resolution, the governmental entity does not receive any responsive bids or proposals, the provisions of this subsection do not apply and the Owner may choose to negotiate with a selected Contractor.

5.2.4 The Owner may review the scope of work with the apparent low Bidder before accepting the Bid. Before award of the Contract, the low Bidder shall furnish to the Owner an analysis of their Bid prices, if requested to do so.

5.3 ACCEPTANCE OF BID (AWARD) AND PROTEST

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The
Owner shall have the right to waive minor technicalities in a Bid received and to accept the Bid which, in the Owner’s judgment, is in the Owner’s best interests.

5.3.2 To be responsive, a Bidder shall submit a Bid that conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible Bidder, the Bidder shall have the capability in all respects to perform fully the Contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

5.3.3 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

5.3.4 If within 10 days after request, the successful bidder does not execute the Contract and furnish the insurance and any other required Contract documents, the bidder may be deemed to be in default and the Owner may retain their bid bond. Award may then be made to the next lowest responsive and responsible Bidder, or all Bids may be rejected.

5.3.5 “Failure to file a protest within the time prescribed in S. 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.” All protests must be delivered to the Director of Facilities Management, Bldg. 23, 5840 26th Street West, Bradenton FL. 34207 within the time prescribed in Chapter 120, Florida Statutes to be considered valid.

5.3.6 Florida Statute 255.0516 provides that the Owner may require the protestor to post a bond amounting to:

1. Twenty-five thousand dollars or 2 percent of the lowest accepted bid, whichever is greater for projects valued over $500,000; and
2. Five percent of the lowest accepted bid for all other (projects)

conditioned upon payment of all costs and fees which may be adjudged against the protestor in the administrative hearing.

ARTICLE 6
POST-BID INFORMATION

6.1 SUBMITTALS

6.1.1 The Bidder shall, as soon as practicable after notification of selection for the award of a Contract, furnish to the Owner through the Architect/Engineer in writing:

1. a designation of the Work to be performed with the Bidder’s own forces;

2. names of the manufacturers, products and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

3. names of person or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
4. any Subcontractors deleted or added during the course of the project MUST be approved by the Facilities Management Department through a revised SCF Form 723. Pay requests reflecting such deletion/addition will NOT be processed until receipt of revised SCF Form 723.

6.1.2 The Bidder will be required to establish to the satisfaction of the Architect/Engineer and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.1.3 Prior to the award of the Contract, the Architect/Engineer will notify the Bidder in writing if either the Owner or Architect/Engineer, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect/Engineer has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity without an adjustment in the Base Bid or Alternate Bid. Failure of the Bidder to submit an acceptable substitute person or entity in accordance with the terms outlined in (2) will give the Owner cause to disqualify the Bidder. In the event of either withdrawal or disqualification, Bid security will not be forfeited.

6.1.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect/Engineer have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect/Engineer.

ARTICLE 7
PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of Bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three (3) days following the date of execution of the Contract. Work shall not commence until satisfactory bonds have been delivered and approved by Owner.

7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312™-2010, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum. To be acceptable to the Owner as a Surety on Bonds, a Surety shall:
7.2.2.1 For Contract sums that exceed $500,000:

1. make the bond coverage equal to 100% of the Contract price;

2. be licensed to do business in Florida;

3. have been in business and have a record of successful operations for at least five (5) years;

4. have a minimum Best's policyholder's rating of "A-" and a financial size category of Class IX.

5. have fulfilled all of its obligations on all other bonds given to the Owner;

6. Contractor agrees that if at any time after the execution of this agreement (including the various guarantee periods thereunder) and the Performance and Payment Bonds, the Owner shall deem the surety or sureties upon such bond or bonds to be unsatisfactory, or if, for any reason, such bond or bonds cease to be adequate to cover the performance of the Work or the prompt payment for said labor, materials, and services, the Contractor shall, at its own expense within five (5) days from the date of written notice from the Owner to do so, furnish additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new additional bond or bonds are furnished in a manner and form satisfactory to the Owner.

7.2.2.2 For Contract sums of $500,000 or less:

1. Shall meet the requirements as noted in 287.0935 F.S:
   a) Shall be licensed to do business in the State of Florida;
   b) Shall hold a certificate of authority authorizing it to write surety bonds in this state;
   c) Shall have twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to Bid is issued;
   d) Shall otherwise be in compliance with the provisions of the Florida Insurance Code;
   e) Shall hold a currently valid certificate of authority issued by the United States Department of the Treasury under ss. 31 U.S.C. 9304-9308.

2. Make the bond coverage equal to 100% of the Contract price.

3. Have fulfilled all of its obligations on all other bonds given to the Owner;

4. Contractor agrees that if at any time after the execution of this agreement (including the various guarantee periods thereunder) and
the Performance and Payment Bonds, the Owner shall deem the surety or sureties upon such bond or bonds to be unsatisfactory, or if, for any reason, such bond or bonds cease to be adequate to cover the performance of the Work or the prompt payment for said labor, materials, and services, the Contractor shall, at its own expense within five (5) days from the date of written notice from the Owner to do so, furnish additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new additional bond or bonds are furnished in a manner and form satisfactory to the Owner.

5. On projects that cost less than $200,000, bonds shall be at the discretion of the Owner.

7.2.3 The bonds shall be dated on or after the date of the Contract but prior to the date of the Notice to Proceed for Construction.

7.2.4 The bonds shall be executed in conformance with the following requirements:

1. Attach a copy of Surety's agent's power of attorney. Attorneys-in-fact who sign Bid bonds or performance and payment bonds must file with such bond a certified copy of their power-of-attorney to sign such bonds. Attorneys-in-fact must place name, address, and telephone number on this certificate. The power of attorney must have an original signature of the Secretary or Assistant Secretary or Surety certifying to the copy. The Surety's corporate seal must be affixed.

2. Prepare two (2) copies of Performance and Payment Bond; one (1) is for the Owner, the other is for Surety.

3. Type, electronically fill or print, information in bond form where required. Provide signatures of Principal and bonding company by its Attorney-in-Fact.

4. If principal is a corporation, bond can be sealed and attested to by corporate secretary; otherwise, two (2) subscribing witnesses are necessary.

5. If Surety is foreign corporation (not incorporated in Florida), the name and address of the Resident Agent shall be typed or printed in the space furnished on the bond.

7.2.5 The bonds shall contain the following modification:

This bond incorporates all the requirements of Section 255.05, Florida Statutes, by reference as to all notice and time limitations provided therein. This bond shall be considered a statutory bond and not a common-law bond.

ARTICLE 8

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

8.1 FORM TO BE USED

8.1.1 Unless otherwise required in the Bidding Documents, the Agreement for the Work will be the Contract for Construction as outlined in these Bidding documents.
BID FORM

DATE: March 1, 2017

TO: The District Board of Trustees of State College of Florida, Manatee-Sarasota
5840 26TH St. W.
Bradenton, Florida 34207

BIDS TO: Facilities Management Department, Building 23
5840 26th St. W.
Bradenton, Florida 34207

SCF, A/Video Equipment New Library & Learning Center 5-15-17
(Name of Project) (Project Number)

Gentlemen: The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into, that this Bid is made without connection with any other person, company or Parties making a Bid, and that this Bid is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that they have examined the site(s) of the work, understands all conditions pertaining to the place where the work is to be done, has examined the plans for the work and other Contract documents relative thereto and has read all of the addenda furnished prior to the opening of Bids, as acknowledged below, and that they have satisfied themselves relative to the work to be performed.

The Bidder agrees, if this Bid is accepted, to Contract with The District Board of Trustees of State College of Florida, Manatee-Sarasota, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to construct the work covered by the Bid and other Contract documents.

The Bidder agrees to accept the prices listed in the bid form as full compensation, he will perform the work at the unit price(s) bid herein.

The Bidder agrees to commence work as set forth in the Contract Documents and to complete the work to Substantial Completion by Wednesday, November 22, 2017 and an additional Thirty (30) calendar days to Final Completion, from the date on which Contract time commences. If the Contractor fails to complete the work to Substantial Completion within the specified time, the Contractor agrees to pay the Owner $0.00 per day as liquidated damages as stipulated in the Contract Documents. If the Contractor fails to complete the work to Final Completion within the specified time, the Contractor agrees to pay the Owner $0.00 per day as liquidated damages as stipulated in the Contract Documents.
The Bidder hereby acknowledges receipt of the following addendum or addenda for these specifications. (If none, write "NONE").

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Received:</th>
</tr>
</thead>
</table>

<table>
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<tr>
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<th>Received:</th>
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<tr>
<th>Addendum No.</th>
<th>Received:</th>
</tr>
</thead>
</table>

THIS BID MADE BY AND ON BEHALF OF:

<table>
<thead>
<tr>
<th>1. Company Name:</th>
<th>2. Telephone Number ( )</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>2. DBA (if applicable)</th>
<th>2a. Fax Number ( )</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3. Address:</th>
<th>3a. E-Mail Address @</th>
</tr>
</thead>
</table>

Indicate your Organization type:

- [ ] Limited Liability Corp. LLC
- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Corporation
- [ ] Joint Venture

9. Indicate the applicable Federal Employee ID No. (FEIN) {Insert (FEIN) number here}

Bidder warrants, represents, covenants and agrees that it is duly organized, validly existing and in good standing under the laws of the state and is duly authorized and in good standing to conduct business in the State of Florida, that it has all necessary power and has received all necessary approvals to execute and deliver its bid and any Contract or agreement resulting from this Invitation for Sealed Bid, and the individuals executing Bidder’s bid and any such Contract or agreement on behalf of Bidder have been duly authorized to act for and bind Bidder.

10. Bidders Name (Print)

11. Title

12. Signature

13. Date

Attachments to be completed and submitted with Bid Form pages:

1. BF-1 & BF-2
2. Base Bid Form, Page BF-3
3. Alternates Bid Form, Page BF-4
4. Drug Free Workplace
5. Sworn Statement, The Florida Trench Safety Act (TS-1 & TS-2) if applicable
6. Bid Bond (BB-1 & 2)
7. List of Subcontractors Form
8. Contractor’s License
9. List of Contracts on Hand Report
10. Sworn Statement Pursuant To Section 287.133(3)A), Florida Statutes, On Public Entity Crimes
11. Resume of Project Superintendent
12. Resume of Project Manager
13. Project Schedule

Page BF-2
BASE BID FORM IS IN EXCEL FORMAT AND CALLED “AV EQUIPMENT INFORMATION TAB FINAL” AS PART OF BID PACKAGE. INSERT COMPLETED A/V EQUIPMENT INFORMATION TAB FINAL FORM HERE.

Please verify all amounts and quantities on bid form. SCF not responsible for errors or omissions on bid spreadsheet.

BID ALTERNATES LISTED ON FOLLOWING PAGE
**ALTERNATES**

1. The Contract may be revised by the acceptance of the following alternate or alternates.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Creston SW-FUSION-CORE-3-P : 3 year, Creston Support, Device Management, Advanced Scheduling, Help Desk and Broadcast Messaging</td>
<td></td>
</tr>
<tr>
<td>Plus</td>
<td>Authorized Interim Contract Change Agreements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Five percent (5%) of Alternate No. 1 Bid Price</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE 1 BID PRICE**

* Indicate if Alternate is to be Added ☐ or Deducted ☐ from Base Bid

**TOTAL ALTERNATE 1 BID PRICE written in words:**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Priority Service Plan – 3 Year: 2 Hour Phone Support, and Unlimited On-Site Service Visits during Normal Business Hours (8-5/M-F)</td>
<td></td>
</tr>
<tr>
<td>Plus</td>
<td>Authorized Interim Contract Change Agreements</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Five percent (5%) of Alternate No. 2 Bid Price</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL ALTERNATE 2 BID PRICE**

* Indicate if Alternate is to be Added ☐ or Deducted ☐ from Base Bid

**TOTAL ALTERNATE 2 BID PRICE written in words:**
<table>
<thead>
<tr>
<th>Item Numbers</th>
<th>Instructions for Page BF-2 (Bid/Bidder Signature/Certification)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 2, 2a, 3&amp; 3a</td>
<td>Must be completed. These items are self-explanatory.</td>
</tr>
<tr>
<td>4,5,6,7 &amp;8</td>
<td>Check the type Organization your firm falls under as described in the Instruction To Bidders, Article 1, Definitions, Bidder.</td>
</tr>
<tr>
<td>9</td>
<td>Indicate the applicable Federal Employee Tax Identification Number (FEIN).</td>
</tr>
<tr>
<td>10, 11, 12, 13</td>
<td>Must be completed. These items are self-explanatory.</td>
</tr>
<tr>
<td>14</td>
<td>Emboss your corporate seal</td>
</tr>
</tbody>
</table>

**Attachments:**

- [X] Bid Form Page, BF-1 & Signature/Certification, Page BF-2
- [ ] Base Bid Form, AV EQUIPMENT INFORMATION TAB FINAL, Page BF-3
- [ ] Alternate Bid Form, Page BF-4
- [ ] Bid Bond (BB-1 & 2)
- [ ] List of Subcontractors Form
- [ ] Status of Contracts on Hand Report
- [ ] Sworn Statement, The Florida Trench Safety Act (TS-1 & TS-2)
- [ ] Drug Free Workplace
- [ ] Sworn Statement Pursuant To Section 287.133(3)A, Florida Statutes, On Public Entity Crimes
- [ ] Contractor’s License
- [ ] Project Superintendent’s Resume
- [ ] Project Manager’s Resume
- [ ] Project Schedule

---

1 Amend per Bid
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to State College of Florida, Manatee-Sarasota, by ___________________________ for ___________________________, whose business address is ________________________________________ and (if applicable) its Federal Employer Identification Number (FEIN) is ___________________________. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ___________________________.)

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state of the United States, including, but not limited to, any bid, proposal or reply or Contract for goods or services, any lease for real property, or any Contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime; or
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which bids or applies to bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED THIS FORM.

{Signature}

Sworn to and subscribed before me this ______day of ___________________ , 20_________.

Personally known ________

OR Produced identification ____________________________________________________

(Type of Identification)

Notary Public – State of Florida

________________________________________________________________________

My commission expires
(Printed typed or stamped commissioned name of Notary Public)
SWORN STATEMENT – THE FLORIDA TRENCH SAFETY ACT

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR BY AN OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This Sworn Statement is submitted with IFB: FAC2017-41

2. This Sworn Statement is submitted by ______________________________ whose business address is ______________________________ and, if applicable, its Federal Employer Identification Number (FEIN) is ______________________________. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement ______________________________.

3. Name of individual signing this Sworn Statement is: ______________________________, Whose relationship to the above entity is: ______________________________.

4. The Trench Safety Standards that will be in effect during the construction of this project shall include, but are not limited to: s.553.60 et seq, Florida Statutes, TRENCH SAFETY ACT, and OSHA RULES AND REGULATIONS 29 CFR 1926.650 Subpart P, effective October 1, 1990.

5. The undersigned assures that the entity will comply with the applicable Trench Safety Standards and agrees to indemnify and hold harmless the Owner and Engineer, and any of their agents or employees from any claims arising from the failure to comply with said standard.

6. The undersigned has appropriated the following costs for compliance with the applicable standards:

<table>
<thead>
<tr>
<th>Trench Safety Measure (Description)</th>
<th>Units of Measure (LF, SY)</th>
<th>Unit Quantity</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
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<tbody>
<tr>
<td>a.</td>
<td>________________________</td>
<td>___________</td>
<td>$________</td>
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<td>b.</td>
<td>________________________</td>
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<td>c.</td>
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<td>d.</td>
<td>________________________</td>
<td>___________</td>
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7. The undersigned intends to comply with these standards by instituting the following procedures:
   _____________________________________________________________
   _____________________________________________________________
   _____________________________________________________________.

THE UNDERSIGNED, in submitting this Bid, represents that they have reviewed and considered all available geotechnical information and made such other investigations and tests as they may deem necessary to adequately design the trench safety system(s) to be utilized on this project.

________________________________
(AUTHORIZED SIGNATURE / TITLE)

SWORN to and subscribed before me this ___ day of ________, 20___.
(Impress official seal)

Notary Public, State of Florida
My commission expires: ___________________________
DRUG–FREE WORKPLACE
CERTIFICATION FORM

In accordance with s. 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

________________________________________
COMPANY NAME

________________________________________
AUTHORIZED REPRESENTATIVE SIGNATURE
This list is an integral part of the bid and shall be submitted with the bid package. Below is a list of all Subcontractors and material suppliers which are proposed by you or your Subcontractors on this project as required by the bidding documents and must be submitted with your bid.

<table>
<thead>
<tr>
<th>Division of Work</th>
<th>License Number</th>
<th>Firm Name</th>
<th>City</th>
<th>State</th>
<th>Phone</th>
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Project Name: _______________________________________________
Date: _______________________________________________________
Bidder’s Name: _____________________________________________
Address: ___________________________________________________
ALL SPACES MUST BE COMPLETED FOR ALL APPLICABLE SUBCONTRACTORS. DO NOT LEAVE ANY BLANKS.

NOTE: Subcontractors listed in the Bid shall not be replaced without cause and written approval by the Owner, once the list has been opened and made public, in accordance with Section 255.0515, F.S. If any Subcontractors are deleted or added during the course of the project, (i) Facilities Planning & Institutional Services MUST be notified through a revised SCF Form 723. (ii) Pay requests reflecting such deletion/addition will NOT be processed until receipt of revised SCF Form 723.

Bidder hereby acknowledges that all Subcontractors are properly licensed to perform the work required. Contractor may make additional copies of the first page of this form if additional space is needed to list all Subcontractors or material suppliers.
## STATUS OF CONTRACTS ON-HAND REPORT

List the construction contracts with a value of $50,000 or more that your organization has underway on this date.

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>General or Sub (If sub, what type of work?)</th>
<th>Date of Contract</th>
<th>Amount of Contract</th>
<th>Percent Complete</th>
<th>Design Engineer and Address</th>
<th>Owner Name and Address</th>
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