



SOLICITATION / OFFER and AWARD
-an equal opportunity college-

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Description: Automotive Paint Spray Booth

1. Bid Number 11-3	2. RFP/RFQ #	3. Type of Solicitation <input checked="" type="checkbox"/> Invitation to Bid (ITB) <input type="checkbox"/> Request for Proposal (RFP) <input type="checkbox"/> Request for Qualification (RFQ)	4. Issue Date September 2, 2011
5. ISSUING OFFICE: College of Central Florida - Purchasing Department Stewart E. Trautman, Jr. Director of Purchasing 3001 S.W. College Road - Founders Hall - Room 101 Ocala FL 34474		6. CONTACT INFORMATION To Receive Documents: Pamela Halsey, Staff Asst IV Phone: (352) 854-2322 Ext. 1527 For Solicitation Inquiries: William Ponko <i>Purchasing Agent</i> Phone: (352) 854-2322 Ext. 1368 or Email: ponkow@cf.edu	

PART I SOLICITATION (Solicitation means an invitation to bid, a request for proposal, or a request to negotiation)

7. Sealed original offers for furnishing the goods/and or services prescribed herein will be accepted at the location specified in block 5, if hand carried, delivered or via Mail, will be received until 2:00pm local time (hour) on **September 19, 2011**.

CAUTION: Late submissions will not be accepted. All offers are subject to the terms and conditions contained in this solicitation.

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PART II OFFER (To be fully completed by the Proposer/Offeror)

9. In strict compliance with the above and contents prescribed herein, the undersigned agrees, if this offer is accepted within _____ calendar days (120 calendar days unless a different period is inserted by the (proposer/offeror) from the date of receipt of proposal/offer specified above, to furnish any and/or all items specified and offered at the price indicated on the proposal/offer response form, within the specified delivery schedule.

10. ACKNOWLEDGEMENT OF ADDENDUMS (The Proposer/Offeror acknowledges receipt of addendums to the solicitation and related documents)	ADDENDUM NO	DATE	ADDENDUM NO	DATE	ADDENDUM NO	DATE	
	11. NAME AND ADDRESS OF PROPOSER/OFFEROR:			11A. TELEPHONE NO		11B. FAX NO	
	Name:			Area Code		7-Digit No	
	Address:			Area Code		7-Digit No	
	City			State		Zip	
11C. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)							
			Name		Title		
				Signature (Person Authorized to Sign)		Date Signed	

11D. PROPOSED WARRANTY PERIOD _____ (DAYS) After receipt of order (ARO) or Notice to Proceed (NTP)	12. REPRESENTATIONS AND CERTIFICATIONS					
	STATE CERTIFIED VENDOR?	Yes	<input type="checkbox"/> No	<input type="checkbox"/>	Certification Number:	_____
				Effective Dates:	_____ to _____	
11E. PAYMENT TERMS _____ (if other than Net 30)	CERTIFIED MINORITY BUSINESS ENTERPRISE (CMBE)?	Yes	<input type="checkbox"/> No	<input type="checkbox"/>	Florida CMBE Certification No.	_____
				Effective Dates:	_____ to _____	
11F. DELIVERY TERMS _____ (if other than FOB Dest)	Minority Type (Code) _____	Category:	(H) African American (I) Hispanic (J) Asian American (K) Native American (M) American Woman (OSD Minority Categories)			
	<i>While the College does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non minority qualified firms.</i>					

PART III AWARD (TO BE COMPLETED BY CCF)

13. PROPOSAL/OFFER ACCEPTED AS TO ITEMS NUMBERED BELOW (Proposal/Offer Response Form)	14. AWARD AMOUNT	15. Budget Code	GLC Code
	\$ _____	16. Funding Verification	_____
			VP Finance & Accounting (or designee) _____
			Date _____

REQUIRED SIGNATURES

17. AWARD RECOMMENDATION:	DIRECTOR OF PURCHASING (or designee)	DATE
AWARD CONCURRENCE:	SR. VICE PRESIDENT OF FINANCE AND ADMINISTRATION (or designee)	DATE
AWARD APPROVAL:	CCF PRESIDENT OR DISTRICT BOARD OF TRUSTEES, CHAIR (or designee)	DATE

This form must be completed and returned with your bid submittal

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SECTION A - SOLICITATION/OFFER AND AWARD

INSTRUCTIONS

Please read each section carefully and submit a fully executed copy of all required documents as indicated herein.

PART I **SOLICITATION** To be completed by the Issuing Office.

PART II **OFFER** To be completed by the Proposer/Offeror.

1. Block 5 Submit fully executed proposal/offer to the address located in block number 5.
2. Block 9 Complete if offer acceptance period is greater/less than 120 calendar days.
3. Block 10 Individually acknowledge any (all) addendums issued by entering date and addendum number(s) by indicating date received and addendum no.
4. Block 11 Enter Name (Company), Address, City, State and Zip Code and County. Enter Federal Employee Identification Number (F.E.I.N.) or Social Security Number if sole proprietor/owner.
5. Block 11A Enter business telephone number including area code and seven (7) digit Number.
6. Block 11B Enter business fax telephone number including area code and seven (7) digit Number.
7. Block 11C Type or Print name of authorized company representative. Original signature is required.
8. Block 11D Enter proposed warranty information.
9. Block 11E Enter proposed payment terms if other than Net 30 days
10. Block 11F Enter delivery terms if other than FOB Destination CCF Ocala, FL
- 11 Block 12 Enter Florida Vendor Registration Number (if applicable) and effective date and ending date. Enter Florida Certified Minority Business Enterprise Certification Number (CMBE) (if applicable) and effective date and ending date. Indicate the applicable minority code that applies to your business.

While the College does not establish specific goals for minority "set-asides", it does strongly encourage participation by minority and non minority qualified firms.

PART III **AWARD**

To be completed by issuing office and approved by the College of Central Florida President or the District Board of Trustees Chair or designated authorized official.

**SECTION A – Solicitation/Offer and Award
General Conditions, Instructions and Information for Offerors**

These documents constitute the complete set of terms and conditions, specification requirements and bid/offer response forms.

1. Definitions

- a. **College** and/or **CCF**: Refers to College of Central Florida.
- b. **Board**: Refers to District Board of Trustees College of Central Florida
- c. **ITB**: A formal request soliciting competitive sealed bids. Includes specifications or Scope of work and or Technical Drawings and all contractual terms and conditions.
- d. **Bid/Offer**: A bid/offer (monetary amount) in response to an ITB.
- e. **Offeror/Proposer**: Refers to Company, person who submits a response to the solicitation.
- f. **Contractor**: An Individual or company awarded the contract/agreement or purchase order.
- g. **CMBE**: Certified Minority Business Enterprise as defined by the Governor Bush's One Florida Equity in Contracting Plan and the Office of Supplier Diversity (OSD) Tallahassee Florida
- h. **Contract Manager**: An individual designated by the Director of Purchasing to perform management of all post award actions through interaction with the contractor's representative during the performance of services rendered.
- i. **Contract Administrator**: An individual responsible for the administration of all post award actions of the contract to ensure compliance with all terms and conditions of the solicitation/contract through contract completion/closeout.

2. **Contact**: Any questions concerning this Invitation to Bid (ITB) must be directed to the purchasing office staff or other College officials as indicated herein. Contact with any other CCF staff member or member of the District

Board of Trustees prior to posting of a recommendation of award shall be cause for disqualification with the exception of the pre-bid conference. **Exception**: Contact may be made during the Pre-Bid Conference or site visit.

3. **Bid Submittal**: All bid sheets and attachments must be completed and submitted in a **sealed envelope or package**. The face of the envelope or package shall contain:
- ▶ Bidder's name
 - ▶ Address
 - ▶ Date and time of bid opening
 - ▶ ITB number and title

Bids which do not comply with these requirements may be rejected at the option of CCF.

4. **Execution of Bid**: Bids must contain a manual signature, in ink of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by the Bidder to any part of the ITB document must be initialed in ink. The original ITB terms and conditions and specifications cannot be changed or altered in any way. Altered Bids will not be considered. Clarification of Bids submitted shall be in letter form, signed by Bidders and forwarded to the Director of Purchasing.

5. **Delays**: CCF, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of CCF to do so. CCF will notify Bidders of all changes in scheduled due dates by written addendum.

6. **No Bid or Bid Withdrawal**: If not submitting a bid response, return only the Statement of No Bid, and give the reason in the space provided. Failure to submit either a bid or a Statement of No Bid may be cause for removal of Bidder from the mailing list.

Bids may be withdrawn by written notice received at any time before the exact time set

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for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid. The following must be included in the contract files for each late bid, modification, or withdrawal:

- (1) The date and hour of receipt.
- (2) A statement, with supporting rationale, regarding whether the bid was considered for award.
- (3) The envelope, wrapper, or other evidence of the date of receipt.

7. **Bid Opening:** Shall be open to the public and will be held on the date and time specified on page 1, block 8, Solicitation, Offer and Award. Sealed bids must be submitted either by mail or personal delivery so that they are in receipt of the College's Purchasing Department, Founders Hall, Building 1, Room 101 at 3001 SW College Road, Ocala Florida, 34474, on or before the time specified. Bids will be clocked in and stamped with the date and time of receipt by an employee of the Purchasing Department. Only those bids stamped on or before the bid submission deadline will be opened, reviewed and considered. Oral, telephonic, telegraphic, or faxed bids will not be accepted. Persons with disabilities needing assistance to participate in the Public Bid Opening should call the Purchasing Agent at least 48 hours in advance of the bid opening.

8. **Late Bids:** The bid opening time shall be scrupulously observed. Under no circumstances shall Bids delivered after the time specified be considered; such Bids will be returned unopened. CCF will not be responsible for late deliveries or delayed mail. The time clock located in the Purchasing Department shall serve as the official authority to determine lateness of any bid.

9. **Identical or Tie Bids:** In the event two (2) or more Bidders submit the identical amount as their Bid offer, the following criteria, in order of importance, from the highest priority to lowest priority: (1) response is from a Florida domicile entity, (2) if one response is from a certified minority business enterprise, and (3) when a response is deemed by the College to be in its best interest considering factors such as; prior performance, or (4) by coin toss or

drawing of numbers by an authorized purchasing official or designee.

10. **Mistakes: Unit Price Governs:** In the event of extension error(s), the unit price will prevail and the Bidder's extension and total offer will be corrected accordingly. In the event of addition error(s), the unit price and extension thereof will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. The Bidder should initial corrections in ink.

Exception: If the unit price is so under/overstated that it is an obvious error, the extended line item price may be divided by the estimated quantity, or decimal corrected, to establish the intended unit price (a price that should be consistent with the other unit price bids). Verification of the error must be made in writing by the Bidder. Price realism shall prevail over the "unit price governs" rule.

11. **Invoicing and Payment:** If applicable payment for any and all invoices that may arise as a result of a purchase order issued pursuant to this ITB shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a correct invoice (s), in strict accordance with the price(s) and delivery elements as stipulated in the solicitation(contract) or purchase order, shall be submitted to Accounts Payable, Bldg 1, Room 112A, 3001, S.W. College Road, Ocala, FL 34474, RE: PO#.
- b. All invoices submitted shall consist of one (1) original and one (1) copy; clearly reference the subject purchase order number; provide a sufficient clear description to identify goods or services for which payment is requested; and include date(s) of services.
- c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).
- d. CCF's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bidder Information Form.

12. **Taxes:** The College does not pay federal, excise, and state sales taxes. Do not include them on invoices. The applicable tax exemption numbers are:

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- 1.FL SALES TAX: 85-8012739697C-7
(4/30/05-4/30/10)
2. FEDERAL EXCISE TAX: 59-74-0018F
13. **Discounts:** Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.
14. **Terms and Conditions:** Should any Bidder have any concerns regarding the terms and conditions, said Bidder must voice their concerns either during the Pre-Bid Conference or via written request for clarification/request for information. Said terms of the contract are not negotiable after the bid due date.
15. **Additional Terms and Conditions:** Unless expressly accepted by CCF the following conditions shall apply: Exceptions to the terms and conditions will not be accepted. No additional terms and conditions included with the Bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this ITB if submitted either purposely through intent or design, inadvertently appearing separately in transmittal letters. It is understood and agreed that the General and/or any Special Terms & Conditions in these ITB documents are the only conditions applicable to this ITB, and the Bidder's authorized signature on the Bid Response Form attests to this.
16. **Interpretations:** All Bidders shall carefully examine the ITB documents. Bidders are expected to examine the terms and conditions, specifications, Scope of Work, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. FAILURE TO DO SO WILL BE AT BIDDER'S RISK. Any ambiguities or inconsistencies shall be brought to the attention of CCF in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the ITB documents shall be requested in writing, and received by CCF's Purchasing Director at least seven (7) calendar days prior to the Bid Opening. No person is authorized to give oral interpretations of or make oral changes to the ITB. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of or changes to

- the ITB will be made in the form of a written Addendum to the ITB and will be furnished to all Bidders.
17. **Addendum:** CCF will record its responses to inquiries, clarifications, any supplemental instructions, and/or necessary revisions to ITB documents, in the form of a written addendum. Should revisions to the ITB documents become necessary, CCF will provide a written addendum to all Bidders who received an ITB package from the Purchasing Department.
- Bidders who obtain ITB documents from other sources must officially register with CCF's Purchasing Department in order to be placed on the mailing list for any forthcoming addenda or other official communications. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have submitted a bid without an addendum acknowledgment for the most current addendum. The Bidders shall acknowledge receipt of all addenda on page 1, Solicitation, Offer and Award, block # 11.
18. **Conflict of Interest:** All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of CCF. All Bidders must disclose the name of any CCF employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.
19. **Legal Requirements:** Bidders are required to comply with all provisions of Federal, State, county and local laws and ordinances, rules and regulations, that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility or constitute a cognizable defense against the legal effect thereof.
20. **Drug-Free Workplace:** Whenever two or more Bids which are equal with respect to price, quality, and service are received by CCF for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form (page18) certifying that it is a DFW shall be given preference in the award process.
21. **Acceptance/Rejection:** CCF reserves the right to accept or reject any or all Bids and to make the award to that Bidder, who in the opinion of CCF will be in the best interest of and/or the most advantageous to CCF also

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reserves the right to reject the Bid of any Bidder who has previously failed in the proper performance of an award or to deliver on-time contracts of a similar nature or who, in CCF's opinion, is not in a position to perform the Scope of Work properly. CCF reserves the right to waive any irregularities, informalities and technicalities in offers received, and may, at its discretion, request a re-bid or abandon the project/procurement in its entirety.

22. **Posting of Recommendation for Award:**

The agency shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting. This notice shall contain the following statement: "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."

23. **Award:** Recommendation for Award shall be made for the lowest, responsive, responsible Bid determined to be in the best interest of the College upon completion of posting period. CCF reserves the right to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all Bids received, and may at its sole discretion, request a re-bid or abandon the project in its entirety. Bidders are cautioned to make no assumption until CCF has entered into a contract or issued a purchase order.

24. **EEO Statement:** CCF is committed to assuring equal opportunity in the award of contracts, and therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, disability, national origin, or gender.

25. **Contractual Agreement:** The terms, conditions, and provisions in this solicitation constitute the formal agreement between contracting parties. The order of precedence will be general law, the purchase order or solicitation, and the response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of the State of Florida. The venue shall be Marion County Florida.

26. **Governmental Restrictions:** In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on the ITB prior to their performance, it shall be the responsibility of the Bidder to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. CCF reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to CCF.

27. **Permits/Licenses/Fees:** Any permits, licenses, or fees required will be the responsibility of the Bidder. No separate or additional payment will be made.

28. **Indemnification:** The Bidder, without exemption, shall indemnify and save harmless CCF, its employees volunteers and/or any of its Board of Trustees members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process or item manufactured by the Bidder. Further, if such a claim is made or is pending, the Bidder may, at its option and expense, procure for CCF the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, CCF agrees to return the article, on request, to the Bidder and receive reimbursement. If the Bidder used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

29. **Advertising:** By submitting a Bid, Bidder agrees not to use the results there from as a part of any commercial advertising, without the express written approval of the appropriate level of authority within CCF.

30. **Assignment:** Any purchase order or contract issued pursuant to this ITB and the monies which may become due hereunder are not assignable except with the prior written approval of CCF, through the Purchasing Department.

31. **Compliance with Occupational Safety and Health:** Bidder certifies that all material, equipment, etc., contained in his/her Bid meets all applicable OSHA requirements. Bidder

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- further certifies that, if he/she is the Bidder and the material, equipment, etc., delivered is subsequently found to be defective in any applicable OSHA requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.
32. **Disqualification of Bidder:** Any or all Bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.
33. **Changes/Adjustments/Deviations:** No changes, adjustments, or deviations shall be accepted on any item unless conditions or specifications of an ITB expressly so provide. Any other changes, adjustments, or deviations shall require prior written approval, and shall be binding ONLY if issued by CCF Purchasing Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any changes, adjustments, or deviations not properly executed as required herein.
34. **Public Records:** Upon determination of the recommendation for award or ten (10) days after opening, whichever is earlier, Bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3) (m), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
35. **Bid Preparation Costs:** Neither CCF nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. Bidders should prepare their Bids simply and economically, providing all information and prices as required.
36. **Responsibility:** A Bidder must, at the time of bid opening, must be financially and physically capable of performing the requirements or services as submitted, and so provide such certification with their Bid or upon request.
37. **Inspection of Bidder's Facilities:** CCF reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, in order to determine that Bidder has a bona fide place of business and is a responsible Bidder.
38. **Joint Ventures:** Bids submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this ITB.
39. **Site Visit:** CCF reserves the right to make a site visit to one or more of Bidder's clients to investigate/affirm the quality of services being provided without previous notice to Bidder.
40. **Protest.** Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceeding under Chapter 120, Florida Statutes. In accordance with FS287.042, any person who files an action protesting a decision or intended decision pertaining to contracts administered or purchases by the College pursuant to Section 120.53(5) (b) shall post at the time of filing the formal written protest a bond payable to the College in an amount equal to one percent (1%) of the total volume of the contract or five thousand dollars (\$5,000), whichever is less. The aforementioned bond shall be conditioned upon the payment of all costs which may be adjudged against him/her in the 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 or money order in the amount of the bond. If, after completion of the administrative hearing process and any appellate court proceedings, the agency prevails, it shall recover all costs and charges which shall be included in the final order judgment, excluding attorney's fees. Upon payment of such costs and charges by the person protesting the award, the bond, cashier's check or money order shall be returned to him/her. If the person protesting the award prevails, he or she shall recover from the agency all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
41. **References:** Bidders shall submit a list of current and past references with their Bid submittal. Include the name of contact persons who have personal knowledge of the Bidder's performance. The contact person should have been informed that they are being named as a reference, and that CCF may be sending a reference questionnaire via email. Do not list

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persons who are unable or unwilling to answer specific questions regarding your performance.

42. **Bidders Conditions:** Any conditions to be made as part of the bid/offer should be submitted on the "Affidavit of Compliance", provided herein and fully executed as instructed.
43. **Americans With Disabilities Act:** Bidders should identify any products that may be used or adapted for use by visually, hearing or other physically impaired individuals.
44. **Renewal:** Any agreement resulting in the award of this bid may be renewed upon mutual written consent for the additional period specified when applicable.
45. **Additional Quantities:** The College reserves the right to purchase additional quantities at the prices offered in this invitation. If additional quantities are not acceptable, the bid sheets must note "BID IS FOR SPECIFIED QUANTITY ONLY."
46. **Bonding:** Bid, performance or payment bonds shall be provided when specified by the terms of the Solicitation/Offer and Award. The amount shall be that determined by the College to be reasonable and necessary to protect the best interest of the College. The Bond may be in the form of a surety bond, cashiers check, endorsed certificate of deposit, money order or certified check drawn on a solvent bank. Such bond or deposit shall be forfeited to the College in case the bidder shall fail or refuse to execute the contract.
47. **Withholding of Funds:** Ten percent (10%) of the total aggregate bid amount will be withheld in lieu of a bid or performance bond. Progressive payments will be made during the course of the project until final completion. The withheld amount of (10%) will be paid after receipt and acceptance of all services and receipt of a properly executed final invoice prior to contract completion.
48. **Cooperative Purchasing:** Pursuant to their own governing laws, and subject to the agreement of the Bidder, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between CCF and Bidder, and CCF shall not be a party to any transaction between the Bidder and any other purchaser.

49. **Purchases by Other Entities: (Piggy-Back)** In accordance with State Board of Education rules (see 6A-14.0734 (2) (c), the successful bidder may extend stated bid prices to any other community college or public entity that may wish to use this bid for the purpose of obtaining the same items/or services during a stated contract period.

50. **Employees, Subcontractors, and Agents:** All Bidder employees, subcontractors or agents performing work under the contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Bidder shall furnish a copy of performing work under the contract must comply with all security and administrative requirements of the customer.

51. **Termination for Default:** Should the Contractor default under the terms of the contract, which incorporates the bid requirements, such default will be determined at the sole discretion of the College will give the Contractor written notice, and the Contractor will have 10 calendar days from the date of each notice to correct the default. If the Contractor fails to correct the default within the time period specified in the written notice, the College will have the right to notify the Contractor in writing of the termination of the contract. In addition, the College may report the default to other entities that may have an interest in the solicitation activities of the College or seek damages where applicable.

The College may by written notice of default to the Contractor, terminate this contract in whole or in part based on the following failures:

- (1) Deliver the supplies or to perform the services within the time specified in this solicitation or any extension;
- (2) Make progress, so as to endanger the performance of this contract or
- (3) Perform any of the other provisions of this contract.

52. **Termination for Convenience:** The College by written notice to the Bidder may terminate the contract in whole or in part when the College determines in its sole discretion that it is in the College's best interest to do so. The Bidder shall not furnish the product or begin services after it receives the notice of termination except as necessary to complete the continued portion of the contract if any. The Bidder shall not be entitled to recover any cancellation charges or lost profits.

53. **Termination for Cause:** The College may terminate the contract if the Bidder fails to (1) deliver the product within the time specified in the

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contract or any extension, (2) maintain adequate progress, thus endangering performance of the contract, (3) honor any term of the contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006 (3) F.A.C., governs the procedure and consequences of default. The Bidder shall continue work on any work not terminated. Except for defaults of subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Bidder and the subcontractor, and without the fault or negligence of either, the Bidder shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Bidder to meet the required delivery schedule. If after termination, it is determined that the Bidder that the Bidder was not in default, or the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the College. The rights and remedies of the College in the clause are in addition to any other rights and remedies provided by law or under the contract.

54. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished, the College's decision shall be final and binding on both parties.
55. **Rules Regulations, Laws, Ordinances and Licenses:** The successful Bidder agrees that it shall observe and obey all the laws, ordinances regulations and rules of the federal state and local governments. It shall also comply with all of the College's rules and requirements.
56. **Force Majeure, Notice of Delay, and Non Damages for Delay:** The Bidder shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Bidder 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 Bidder's control, or for any of the foregoing that affect subcontractor or suppliers if no alternate source of supply is available to the Bidder. In the case of delay the Bidder believes is excusable, the Bidder 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, or (2) If the delay is not reasonably foreseeable, within five (5) days after the date the Bidder first had reason to believe that a delay could result.

57. **Liquidated Damages:** Liquidated Damages will be assessed in the aggregate amount of \$ N/A per day for each calendar day that exceeds the required date for 100% completion.
58. **Inspection and Acceptance of Supplies and or Equipment /Services:**
- A) **Supplies and or Equipment** - The College reserves the rights to inspect or test "All end products," ordered by and or delivered on behalf of the College and accept, reject or request correction at the expense of the contractor based on the results of inspection. Acceptance shall be conclusive, except with regards to latent defects, or fraud. Upon expiration of lease terms, both parties will inspect all equipment and shall mutually agree on compensation due as a result of any damage/defects determined to be caused by the College.
- B) **Services** - The College reserves the right to inspect all services in accordance with the contract requirements and/or as called for on the purchase order or blanket purchase agreement. Acceptance and/ or rejection shall be made as promptly as possible after completion or delivery.
59. **Remedies for Nonconformance:**
- A) If a contractor delivers a supply or service, but it does not conform to the contract or order requirements, the College shall take appropriate action in accordance with the inspection and acceptance clause of the solicitation, as supplemented by the purchase order.
- B) If the contractor fails to correct the failure the College may:
- (1) Replace or correct the failure and charge the contractor.
- (2) Terminate the contract for cause or default.
60. **Invitation to Propose Financing Terms:**
- A) The offeror is invited to propose terms under which the College may make contract financing payments as a result of

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award of this contract. The financing terms proposed by the bidder/offeror shall be a factor in the evaluation of the offeror's/bidders submission.

- B) In accordance with the Florida Statutes, the bidders/offerors proposed financing may not be acceptable if it does not conform to the following:
1. Payments shall only be made for supplies or equipment delivered and accepted, or services rendered and accepted in accordance with the agreed upon payment terms herein.
 2. No contract financing payments shall be made in advance of any performance or delivery under this contract.
 3. The terms and conditions of the contract financing must be appropriate or customary in the commercial market place; and provide the "Best Value;" the highest overall value to the College based on objective factors that include, but are not limited to price, quality, design, and workmanship. College reserves the right to renew, renegotiate, purchase or upgrade equipment at current fair market value (The fair market value is the price of the equipment and determined by commercially reasonable means).
 4. The terms and conditions of the contract financing must be in the best interests of the College.
 5. The offeror's/bidder's proposed financing shall include a detailed description of the rates and terms to which the College is bound from origination through completion as a result of acceptance of submission.
 6. The offeror's/bidder's proposed Financing shall include a listing of the earliest date, and total amount of each payment due through maturity with specified terms and conditions of the purchase price or lease purchase option based on a Fair Market Value Lease.
 7. If the College elects to utilize the Lease Option upon the expiration of the agreed upon lease terms the contractor shall arrange

for the removal of all equipment at no additional cost to the College.

61. **Equitable Adjustment:** The College in its sole discretion may make an equitable adjustment in the contract terms and/or pricing if or availability of supply is affected by extreme and unforeseen volatility in the market-place that is by circumstances that satisfy all of the following criteria:
- 1) The volatility is due to causes wholly beyond the contractor'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 contractor that continued performance of the Contract would result in a substantial loss.
 - 5) Regulated changes in the CPI or PPI

Price adjustment request shall be submitted in writing to the Purchasing department as soon as possible. A written determination will be made within 10 calendar days after receipt of price change request.

62. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Proposer's/Offeror's expense. Request for return of samples shall be accompanied by detailed instructions which include shipping authorization and name of carrier.
63. **Patents and Royalties:** The proposer/offeror, without exception, shall indemnify and hold harmless the College and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyright, patented or unpatented invention, process or article manufactured or used in the performance of this contract, including its use by the College. If the Proposer/offeror uses any design, devices or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the ITB prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

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64. **Public Entity Crimes (Purchases Greater than Category Two \$25,000.00) including Federal Grants:** Pursuant to OMB Circular A-110, Subpart B, Section 13, A person or affiliate who has been placed on either the Federal Excluded Parties List system (FEPLS) or the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal or enter into a contract to provide goods and/or services, construction or repair of a public building, leasing of real property, may not submit a proposal 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, (i.e. \$25,000) who is listed on the convicted vendor list. The Federal Excluded Parties List System can be located at: <http://epls.gov>
65. **Discriminatory Vendors List(s):** An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a proposal or offer to provide goods or services to a public entity, may not be awarded a contract or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity and may not transact business with any public entity. The State of Florida Discriminatory Vendor List can be found at: <http://myflorida.com>.
66. **Unauthorized Employment of Alien Workers:** The College does not intend to award publicly funded contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provision as determined pursuant to Section 274A of the Immigration and Nationality Act.
67. **Best Pricing Bid/Offer:** During the contract term, if the College becomes aware of better pricing offered by the successful proposer/offeror for substantially the same or a smaller quantity of a product outside of the contract but upon the same or similar terms of the contract, then at the discretion of the College the pricing under this solicitation/contract shall be immediately reduced to the lower price(s).
68. **Manufacturer's name and Approved Equivalents:** Unless otherwise specified, any manufacturer's name, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the College's prior approval, the successful proposer/offeror may provide any product that meets or exceeds the applicable specifications.
- The successful proposer/offeror shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The College shall determine in its sole discretion whether a product is acceptable as an equivalent.
69. **Risk of Loss:** Matters of inspection and acceptance are addressed in the clause entitled **Inspection and Acceptance Supplies and/or Equipment and Services** and as defined in FS 215.422, until acceptance, risk of loss or damage shall remain with the successful proposer/offeror. The successful proposer/offeror shall be responsible for filing, processing, and collecting all damage claims. To assist the successful proposer/offeror with damage claims, the College shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; and damage inspection report. When the College rejects a product, the contractor shall remove it from the premises within ten (10) days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the successful proposer/offeror. Rejected product not removed by the successful proposer/offeror within ten (10) days shall be deemed abandoned by the same and the College shall have the right to dispose of it as its own property. The successful proposer/offeror shall reimburse the College for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
70. **Safety Standards:** Unless otherwise stipulated in the proposal all manufacturer items and fabricated assemblies shall comply with applicable requirements of the Federal Occupational Safety and Health Act (OSHA), American National Standards Institute Safety Standards and any applicable Florida standards.
71. **Material Safety Data Sheet:** A Material Safety Data Sheet (MSDS) must be submitted for each chemical included in the proposal/offer. The MSDS sheet must be submitted for a chemical prior to the recommendation for award. Failure to submit a MSDS may render the proposal/offer non responsive. The information is requested in accordance with the Florida's Right-to-Know law.
72. **Non-Funding:** In accordance with Florida Statue 287.0582, "The State of Florida's performance and obligation to pay under this contract is contingent upon an annual

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appropriation by the Legislature. In the event that sufficient budgeted funds are depleted or unavailable, the College shall notify the successful proposer/offeror in writing of such occurrence and the contract shall terminate without penalty or expense to the College.

73. **Rejection of Third Party Assignments:** The College reserves the right to reject third party assignments except with the prior written approval of the College.

74. **Toxic Substances:** Successful proposer/offeror shall comply with Section 1013.49, Florida Statutes, if they are involved in any manner with toxic substances and shall notify the Director of Facilities & Plant Operations in writing of any substance to be used which is enumerated in the Florida substance list, at least three (3) working days prior to using the substance. The notification shall contain: (1) the name of the substance to be used; (2) where the substance is to be used; and (3) when the substance is to be used. If the successful proposer/offeror uses subcontractors, the proposer shall be responsible for insuring that all subcontractors are in compliance with the above statute.

75. **Lobbying:** The expenditure of funds from Grants and Aids appropriations, for the purpose of lobbying the Legislature or a State Agency is prohibited. This condition is applicable to Florida state appropriated grants and aids.

76. **Travel Expenses:** Proposer/offeror shall not charge the College for any travel expenses, meals, and lodging without College's prior written approval. Upon obtaining College's written approval, Proposer may be authorized to incur travel expenses payable by the College to the extent and means provided by Chapters 287.058 (1) and 112.061, Florida Statutes. Any expenses in excess of the prescribed amounts shall be borne by the Proposer.

77. **Federal Grant Requirements:** This special condition is applicable to purchase orders issued as a result of the bid when financed all or in part by grants from the Federal Government.

(a) **Access to Records:** CCF, the Federal Sponsoring 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

successful Proposer(s) which are pertinent to the purchases resulting from this RFP for the purpose of making audits, examinations, excerpts and transcriptions.

(b) **The Copeland "Anti-Kick Back" Act** - The successful Proposer(s) shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

(c) **The Davis-Bacon Act (Construction Only)** - The successful Proposer(s) shall comply with the Davis-Bacon Act (40 U.S.C. 276a-a7) and as supplemented by Department of Labor regulations (29 CFR Part 5).

(d) **Contract Hours and Safety Standards Act** - The successful Proposer(s) shall comply with sections 103 and 107 of the Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (20 CFR Part 5).

(e) **Clean Air Act and Federal Water Act** - The successful Proposer(s) must guarantee that all products purchased as a result of this ITB comply with all applicable standards, orders or regulations issued pursuant to the Clean U.S.C. 1251 et. seq.)

78. **Evaluation of Options:** Except when it is determined not to be in the College's best interest the College will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the College to exercise the option.

79. **Option to Extend the Term of the Contract:**

(a) The College may extend the term of this contract provided that the College gives the contractor a preliminary written notice of its intent to extend at least Sixty (60) days unless otherwise specified before the contract expires. The preliminary notice does not commit the College to an extension.

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- (b) The total duration of this contract, including the exercise of any options under this provision shall not exceed Five (5) years.

80. **Substantial Completion:** (Construction Contracts/Minor Repair or Alterations/Services) The date of substantial completion of work or designated portion thereof is the actual date certified by the College (Owner) or designated authorized representative, when the construction/minor repair or alteration/or services are sufficiently complete, in accordance with all stated terms and conditions set forth in the solicitation. The College's authorized representative may authorize the release of the followings upon receipt and acceptance:

The date of substantial completion may include but is not limited to the following:

- (a) Approval and Receipt of Occupancy Permits by Fire Marshall
- (b) Elevator Permits
- (c) All materials and equipment installed
- (d) Landscaping and site work complete
- (e) HVAC test and balance complete and all certificates submitted to Owner/College.
- (f) All systems in-place, functional and displayed to College's authorized representative or designee.
- (g) All systems signed off by the owner/College or College's authorized representative or designee.
- (h) Cleaning and removal of debris from premises.
- (l) Receipt of manuals and/or warranty certificates/information by the College.
- (j) Draft record documents submitted to College/or authorized representative or designee.
- (k) Training and on site demonstrations complete

81. **Final Completion:** It is agreed by both parties time is the essence for the completion of this project. The Contract time shall begin with issuance of a Notice to Proceed (NTP) or the issuance of and receipt of a purchase order indicating the start date to the Contractor by the college. Final Completion shall be 30 calendar days after Substantial Completion

The date of final completion may include but is not limited to the following:

- (a) Work is complete and in accordance with the Contract Documents and is ready for final inspection.

- (b) Completion and approved Operation and Maintenance manuals have been submitted.
- (c) Record Drawings reflecting "as built" conditions are complete and acceptable to the Architect-Engineer.
- (d) All required Project Close-out Documentation is complete.
- (e) Full Occupancy Permit from the Department for Housing, Buildings and Construction has been obtained.
- (f) All additional materials required by the specifications have been delivered to the Using Agency. E.g. spare parts, ceiling tiles, floor tile, etc...
- (g) All Owner training has been completed.

82. **Payments under Fixed Price Construction Contracts:**

(a) Payment of Price. The College shall pay the contractor the contract price as provided in this contract.

(b) Progress Payments. The College shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contract Manager or authorized designee, on estimates of work accomplished which meets the standards of quality established under this solicitation, as approved by the College's authorized representative.

(c) The contractors request for progress payments shall include the following substantiation:

- (1) An itemization of the amounts requested, related to the various elements of work required by the solicitation requirements covered by the payment requested.
- (2) Additional supporting data in a form and detailed required the Director of Purchasing or authorized designee.
- (3) Contractor Certification. Along with each request for progress payments, the contractor shall furnish the following certification, or payment shall not be made:

"I hereby certify, to the best of my knowledge and belief, that:

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- (4) The amounts requested are only for performance in accordance with the specifications, terms and conditions contained in the solicitation, Central Florida Community College, Administrative Procedures 5.16, and applicable Florida Statute(s).

Name	Title
Date Signed (Authorized Representative of Firm)	

- (5) This certification is not to be construed as final acceptance of the contractor's performance. Please refer to the clause entitled, "Substantial Completion", and Inspection, and Acceptance of supplies/equipment and or services and Final Payment.

- (6) Retainage - If the College finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contract Manager or authorized designee, shall authorize payment to be made in full. However, if satisfactory progress has not been made, the College may retain 10% of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete the College may retain from previously withheld funds and future progress payments, that amount that the Contract Manager or authorized designee considers adequate for protection of the College and shall release to the contractor all of the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

83. **Public Meeting and Records:** All meetings as a result of this solicitation shall be conducted in strict compliance with the clause entitled "Public meetings and records; public inspection; criminal and civil penalties, "Florida Statutes" 286.11.

84. **Firm Fixed Price Contract:** A firm fixed price or fixed price with equitable adjustment contract will result from the award of this solicitation.

85. **Correction of Work:** The Contractor shall promptly correct all Work rejected by the Architect as defective or as failing to conform to the Contract Documents whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of the correcting such rejected Work, including the cost of the Architect's additional services thereby made necessary.

85.1 If, within one (1) year the date of the approval of the Certificate of Final Inspection by the Florida Department of Education or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition.

85.2 All such defective or non-conforming Work under Subparagraph 85.1 and 85.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without cost to the Owner.

85.3 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

85.4 If the Contractor does not remove such defective or non-conforming work within a reasonable time fixed by written notice from the architect, the Owner may remove it and may store the materials or equipment at the expense of the contractor. If the contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the owner may upon ten (10) additional days written notice sell such work at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs that should have been borne by the contractor including compensation for additional architectural services. If such proceeds of sale do not cover all costs which the contractor should have borne, the difference shall be charged to the contractor and an appropriate change order shall be issued. If the payments then or thereafter due the contractor or not sufficient to cover such amount, the contractor shall pay the difference to the owner.

85.5 If the contractor fails to correct such defective or non-conforming work, the owner may correct it in accordance with Paragraph 86.0

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86. **Owner's right to carry out the work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including the cost of the Architect's additional services made necessary by such default, neglect or failure. The Architect must approve both such action and the amount charged to the Contractor.
87. **Owner's Right To Stop Work.** If the Contractor fails to correct defective Work or persistently fails to supply materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Contractor will not be entitled to a time extension of the contract completion time in the event the Owner exercises his rights under this paragraph.

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SECTION B - BID/OFFER RESPONSE FORM

1.0 THE WORK

1.0.1 The College of Central Florida, Plant Operations, Building 10, located at 3001 SW College Road Ocala FL. 34474, is seeking qualified sources to obtain a heated pit-less downdraft spray booth. The planned booth is located at Building 15 on the Ocala Main Campus, 3001 SW College Road, Ocala, Florida 34474.

1.1

Item Description:	QTY	U/M	Total Price
Total cost to furnish and provide all necessary labor, equipment, materials and supervision to install a heated "pit-less" downdraft paint spray booth, as noted in the scope of work referenced in ITB 11-3, Section E, pages 20-21.	1	JOB	\$ _____

This form must be completed and returned with your bid submittal

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SECTION C – SOLICITATION SCHEDULE

1.0 THE SOLCITATION SCHEDULE, WHICH MAY BE SUBJECT TO CHANGE, IS AS FOLLOWS

Date & Time	Activity, Location
Friday September 2, 2011 Monday September 5, 2011	ITB Advertised and (distributed)
Monday September 12, 2011	Last Day for Questions
Monday September 19, 2011 @ 2:00	Bid Due Date and Submission to: CCF Purchasing Department 3001 SW College Road Founders Hall/Bldg 1/Rm 101 Ocala, FL. 34474 <i>(Caution-Late Bids will be returned)</i>
Monday September 19, 2011 Thru Thursday September 22, 2011	72 Hour Bid Tabulation Posting
Friday September 23, 2011	Issuance of Award Notification, Notice to Proceed or Purchase Order

Any changes to the schedule will be provided to all interested parties via written addendum.

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SECTION D - GENERAL INFORMATION

1.0 Contract Terms/Solicitation Award

- 1.1 The terms, specifications and conditions contained within the Solicitation, Offer and Award **ITB 11-3** shall constitute the total contractual terms and conditions between the successful bidder unless modified by written amendment (change order) and no further conditions will be accepted.

2.0 CCF Contact

- 2.1 All questions relating to this solicitation shall be directed in writing to William Ponko, Purchasing Agent and/or Stewart Trautman, Director of Purchasing, at:

College of Central Florida
Purchasing Department
3001 SW College Road
Founders Hall/Bldg. 1/Rm. 101
Ocala, Florida 34474

- 2.2 Technical questions relating to this solicitation shall be directed in writing to the Director of Facilities, Tommy Morelock and/ or to the Construction Facilities Manager, Wilson Mitchum, at

College of Central Florida
Facilities and Plant Operations
Bldg. 10/Rm. 107
Ocala, Florida 34474

- 2.3 Telephone inquires can be directed to the number provided on page 1, Solicitation, Offer and Award, Block 7.

3.0 Bid Opening

- 3.1 Only the Bidder's name and totals/subtotals shall be read aloud at the Public Bid Opening on the date and time specified.

4.0 Change Orders

- 4.1 All changes to the solicitation after award will be executed using an Amendment to the Solicitation, Offer and Award Form issued by the purchasing department.

5.0 Acknowledgement

- 5.1 By submitting a solicitation/offer the bidder acknowledges that he/she has read **ITB 11-3** in its entirety and understands the requirement, and further agrees to be bound by the solicitations terms and conditions contained herein.

6.0 Time Period of Acceptance

- 6.1 The bidder warrants that the prices, terms and conditions submitted in response to **ITB 11-3** shall be firm for a period of at least **120 calendar** days from the due date unless otherwise stated on page 1, Solicitation, Offer and Award.

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SECTION D - GENERAL INFORMATION

7.0 Professional Licenses/Certifications

7.1 Bidders shall include copies of all current and applicable State, Federal and local licenses and/or Permits necessary for performance of the requirements of this solicitation at no cost to the College along with the bid submittal.

8.0 Contract Administration

8.1 Services of successful bidder (Contractor) shall be under the general direction of the Director of Purchasing, Stewart E. Trautman, Jr. or an authorized designee.

9.0 Contract Manager

9.1 The Contract Manager under the subject solicitation will be Wilson Mitchum: Construction Facilities Manager, who can be reached at (352) 854-2322.

10.0 Minimum Requirements

10.1 The successful offeror/bidder shall demonstrate the full capacity to perform this service as defined in the solicitation, while possessing the necessary experience and qualifications to meet the minimum requirements and be determined responsive and responsible under the terms and conditions of the solicitation.

11.0 Solicitation Award

11.1 A fully executed copy of the Solicitation, Offer and Award form (Page 1) will constitute the entire contract/ agreement between the parties and no other document will be issued.

12.0 Bonding Requirements

12.1 A bid bond in the penal sum of ten percent (10%) of the total bid amount shall be included with the bid submittal. Failure to submit an acceptable bid bond may result in a determination of non-responsiveness.

12.2 A performance bond in the penal sum of one hundred percent (100%) of the total bid amount shall be requested by the college to the awardee once the bid has been awarded. Failure to submit an acceptable performance bond may result in a determination of non-responsiveness.

13.0 Independent Contractor

13.1 It is agreed by the parties that, at all times and for all purposes within the scope of this solicitation, the relationship of the Contractor to CCF is that of independent contractor and not that of an employee. No statement contained in this Contract or the **ITB 11-3** documents shall be construed so as to find the Contractor an employee of the Owner, and the Contractor shall be entitled to none of the rights, privileges or benefits of CCF employees except as noted.

14.0 Delivery Requirement

14.1 All work under solicitation **ITB 11-3** shall commence after receipt of a purchase order.

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SECTION E - SCOPE OF SERVICES

- 1.0 Scope of Work
- 1.1 The purpose of this bid is to obtain a heated “pit-less” downdraft automotive spray booth for the College of Central Florida (CCF). The bid specifications are based on a Garmat Chinook II. The automotive paint spray booth must be and installed by a Florida licensed General and Mechanical Contractor and is required to be manufactured in the United States.
- 2.0 Special Requirements
- 2.1 The successful vendor shall provide all architectural drawings for the installation of spray booth. Electrical power and hook up, gas supply and hook up, venting of gas train, and a fire suppression system tied in to the facility alarm system is to be provided by the College.
- 2.2 Bid price shall include installation of the intake and exhaust stacks, roof openings, roof curbs, flashing, and wind ties to meet Florida Building Codes. The bid price shall also include the installation of a dry chemical fire suppression system, plumbing of compressed air line (includes filter and regulator), duct work, duct work off sets (if required), and cost of equipment erection.
- 2.3 Successful bidder must provide factory-trained technicians for booth installation. The awardee is not responsible for the removal of old booth or capping of existing duct openings.
- 3.0 Technical Specifications
- 3.1 General Construction: The booth shall be constructed of minimum of 20 gauge steel panels.
- 3.2 Booth Dimensions: The booth must be a minimum of 31’ in length. The booth’s exterior and interior walls and ceilings to be white powder coated. It shall be an insulated cabin with two layers of galvanized steel, 2” high-density insulation.
- 3.2.1 Interior Dimensions: shall be 13’ 1 ½” Wide X 8’ 10 ½” High X 31’ 2 ¼” Long.
- 3.2.2 Exterior Dimensions: shall be 13’ 6 5/8” Wide X 10’ 10” High X 31’ 6 ¼” Long.
- 3.3 Side Wall Panels: The side wall panes shall assemble horizontally with overlapping flanges. Panels shall be assembled with ¼” diameter sheet metal screws.
- 3.4 Main Door Entrance: The main entrance shall consist of One (1) main entrance tri-fold door measuring approximately 10’ Wide X 8’ 9” High. The door shall have three (3) observation windows with ¼” tempered glass.
- 3.5 Side Service Door: The side service door shall consist of one (1) side service door measuring 2’ 11” Wide X 6’ 9 ½” High with observation window and ¼” tempered glass.
- 3.6 Parts Hanger: Device to hang parts shall be included in bid price.
- 3.7 Observations Windows: Two (2) observation windows done one side. Each shall be a minimum of 24” High X 96” Long with ¼” tempered glass.

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- 3.8 Lighting:
- 3.8.1 Top of hip lighting: Four (4), 4-tube, T8 horizontally placed color corrected fluorescent fixtures on each side (32 tubes).
- 3.8.2 Side wall lighting: Nine (9), 4-tube, T8 horizontally place color corrected fluorescent fixtures (4 on one side 5 on the other) (36 tubes).
- 3.8.3 Ceiling lighting: Two (2), 4-tube, T8 ceiling mounted color corrected fluorescent fixtures (8 tubes). A light total of nineteen (19) 4-tube fixtures (76 tubes). All fixtures are to be sealed at each end to prevent dirt and dust from entering the lamp fixture. All lights must be interior serviceable. All lighting tubes shall be included in the bid price.
- 3.9 Exhaust System – Exhaust filters: There should be a total of eight filter racks, four housed in each tower and accessible inside the cabin. The booth is to include a belt driven, dual inlet, reverse impeller turbine type exhaust fan with variable pitch sheaves. Powered by one (1) 10HP motor TEFC (totally enclosed) and meet NEMA standards.
- 3.10 Intake System: The “pit-less downdraft” spray booth is to incorporate a full-filtered ceiling intake plenum. The system to run the length of the spray booth, allowing even intake air displacement over the entire spray area. Hinged “swing down” filter retainers are to be used for easy maintenance. Bid price shall include filters. A 10HP motor used for intake and one (1) belt driven, dual inlet, reverse impeller turbine type fan for intake.
- 3.11 Air Make-Up System: The system shall consist of a direct fired 997,000 BTU burner air make-up unit with recycle air capability during bake cycle. Control panel with a PLC which sequences spray and bake mode temperature settings. Minimum of 20% fresh air on bake.

4.0 Delivery

The bid price must include all delivery charges to the delivery point: 3001 SW College Road, Ocala, FL 34474. College of Central Florida will provide fork lift for off loading spray booth.

5.0 Installation

The successful vendor shall deliver, set in place, install, and make ready to run and test booth to satisfaction of manufacturer requirements and to the satisfaction and acceptance of the authorized representative of the College of Central Florida.

6.0 Permits

All permitting will be conducted by the College at no cost to the awardee.

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SECTION F-SOLICITATION SUBMITTALS

The following items must be fully executed and submitted with the bid response:

- | | |
|--|----------|
| 1. Solicitation, Offer and Award | Page: 1 |
| 2. Bid/Offer Response Sheet | Page: 16 |
| 3. Bid Bond (10% of base bid price) | Page: 24 |
| 4. Drug Free Workforce Certification | Page: 28 |
| 5. Affidavit of Compliance | Page: 29 |
| 6. Statement of No Bid | Page: 30 |
| 7. Disputes Disclosure | Page: 31 |
| 8. References | Page: 32 |
| 9. Certificate of Insurance Requirements | Page: 33 |

Failure to submit the above documents may result in a determination of Non-Responsiveness

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SECTION G - SPECIAL PROVISIONS

1.0 Access and Audits

- 1.1 BIDDER shall maintain adequate records to justify all charges and costs incurred in performing the work for at least two (2) years after completion of this Agreement. CCF shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal working business hours at CCF cost upon seven (7) calendar days written notice.
- 1.2 The auditor will need access to the following documents during an audit:
 - (b.1) All paid vouchers include those for out-of-pocket expenses, and other reimbursements supported by invoices, including Bidder's copies of periodic estimate for partial payment
 - (b.2) Ledgers
 - (b.3) Cancelled checks
 - (b.4) Deposit slips
 - (b.5) Copies of all contracts and copies of any contract amendments/change orders
 - (b.6) Insurance documents
 - (b.7) Payrolls
 - (b.8) Time sheets
- 1.3 The above listed records may be kept on Bidder's premises, and be made available at that location.

2.0 Purchase Orders (If applicable)

- 2.2. CCF shall issue a Purchase Order (PO) for encumbrance and payment purposes.
- 2.3. All terms and conditions, Specifications, Scope of Work shall be Incorporated by reference.

3.0 Invoice Requirements

- 3.1. One (1) original invoice and one (1) copy shall be forwarded to **College of Central Florida, Plant Operations, Building 10, Ocala Florida 34474** for verification and approval. The invoice will then be sent by Plant Operations to **Founders Hall, Accounts Payable, Building 1, Room 112, Ocala Florida 34474** for payment processing. Please include Purchase Order Number (PO Number) on invoice forwarded. Upon receipt, acceptance and approval payment will be made.
- 3.2. Payment Terms - College of Central Florida payment terms are net/30 day

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INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require written approval of College of Central Florida.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed "CORPORATE SURETY (IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the surety

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal" and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

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SECTION H-REPRESENTATIONS AND CERTIFICATIONS

PERFORMANCE BOND	DATE BOND EXECUTED (Must not be later than bid opening date)			
PRINCIPAL (Legal name and business address)	TYPE OF ORGANIZATION (check applicable box below)			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF CORPORATION			
SURETY(IES) (Name and business address)	PENAL SUM OF BOND			
	MILLIONS	THOUSANDS	HUNDREDS	CENTS
	DATE	AGREEMENT NUMBER		

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the District Board of Trustees of College of Central Florida in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The principal has entered into the contract identified above.

THEREFORE:

The above obligation is void if the Principal – (1) Performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of the contract during the original term of the contract and any extensions thereof that are granted by College of Central Florida, with or without notice to the Surety(ies), and during the life of any guaranty required under the contract, and (2) performs and fulfills all the undertakings, covenants, terms conditions, and agreements of any and all duly authorized modifications of the contract that hereafter are made. Notice of those modifications to the Surety(ies) are waived.

WITNESS:

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL				
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)	3. _____ (Seal)	Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. _____	2. _____	3. _____	

INDIVIDUAL SURETY(IES)				
SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)		
NAME(S) (Typed)	1. _____	2. _____		

CORPORATE SURETY (IES)					
SURETY A	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)	CORPORATE SEAL
	SIGNATURES	1. _____	2. _____		
	NAME(S) & TITLES (Typed)	1. _____	2. _____		
SURETY B	NAME & ADDRESSES		STATE OF INC.	LIABILITY LIMIT (\$)	CORPORATE SEAL
	SIGNATURES	1. _____	2. _____		
	NAME(S) & TITLES (Typed)	1. _____	2. _____		

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INSTRUCTIONS

1. Any deviation from this from will require written approval of College of Central Florida.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. Where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A and Surety B) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.

(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Attached), for each surety, shall accompany the bond. College of Central Florida may require the surety to furnish additional substantiating information concerning its financial capability.
4. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal".
5. Type the name and title of each person signing this bond in the space provided.

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SECTION H-REPRESENTATIONS AND CERTIFICATIONS

DRUG FREE WORKFORCE CERTIFICATION

The undersigned Proposer/Offeror in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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 proposed 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 *novo contend ere*, 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 _____
(Print or Type Company Name here)

Type or Print Name & Title Authorized Representative as shown on Page 1, Solicitation/Offer and Award	Title
_____	_____

Signature of Authorized Representative as shown above	Date Signed
_____	_____

NOTARY _____

SEAL

DATE SIGNED _____

This form must be completed and returned with your bid submittal.

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SECTION H- REPRESENTATIONS AND CERTIFICATIONS

AFFIDAVIT OF COMPLIANCE

To be submitted with bid/offer forms:

_____ We **DO NOT** take exception to the Bid/Offer/Specifications.

_____ We **TAKE** exception to the Bid/Offer/Specifications as follows:

Company Name

(Print or Type Company Name here)

**Type or Print Name & Title Authorized Representative
as shown on Page 1, Solicitation/Offer and Award**

Title

Signature of Authorized Representative as shown above

Date Signed

This form must be completed and returned with your bid submittal.

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SECTION H- REPRESENTATIONS AND CERTIFICATIONS

STATEMENT OF NO BID

If your company does not intend to submit an offer on this requirement please complete and return this form prior to the date shown for receipt of proposals to the address cited in block #6, Solicitation, Offer and Award, page 1 of this solicitation:

We, the undersigned, have declined to bid on the above referenced Request for Proposal for the following reason(s):

Please check appropriate item(s):

- Scope of Work or Terms and Conditions are too "restrictive."
(Please explain below.)
- Unable to meet requirements
- RFP was unclear. (Please explain below.)
- Insufficient time to respond
- We do not offer this type of service or equivalent.
- Our employee man loading would not permit us to perform.
- Unable to meet bonding or insurance requirements (if applicable)
- Other (Please explain below.)

REMARKS:

- Please remove our company from your "Mailing List":

Company Name	
	(Print or Type Company Name here)
Type or Print Name & Title Authorized Representative as shown on Page 1, Solicitation/Offer and Award	Title
Signature of Authorized Representative as shown above	Date Signed

This form must be completed and returned with your bid submittal.

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SECTION H- REPRESENTATIONS AND CERTIFICATIONS

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" in the box after "YES" or "NO." If you answer "YES," please explain via attachment.

Disclosure can be limited to the regional/district office which will be supporting this Contract.

* * * * *

1. Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?
YES NO

2. Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within last five (5) years?
YES NO
If yes, indicate company name, contact name and telephone number, length of service provided, and reason for early cancellation/termination of contract.

3. Has your firm had filed against it or filed any requests for equitable adjustment, contract claims, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
YES NO
If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project:

Company Name

(Print or Type Company Name here)

**Type or Print Name & Title Authorized Representative
as shown on Page 1, Solicitation/Offer and Award**

Title

Signature of Authorized Representative as shown above

Date Signed

This form must be completed and returned with your bid submittal.

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SECTION H- REPRESENTATIONS AND CERTIFICATIONS

REFERENCES/RECENTLY COMPLETED PROJECTS

List four references for contracts that your firm or entity now holds or has recently completed similar to the same size and scope as this solicitation within the last five (5) years.

1. _____
LOCATION NAME

ADDRESS

CONTACT PERSON _____ TITLE _____
TELEPHONE NUMBER _____ FAX NUMBER _____
DATE OF CONTRACT _____ LENGTH OF CONTRACT _____ CONTRACT AMOUNT _____

2. _____
LOCATION NAME

ADDRESS

CONTACT PERSON _____ TITLE _____
TELEPHONE NUMBER _____ FAX NUMBER _____
DATE OF CONTRACT _____ LENGTH OF CONTRACT _____ CONTRACT AMOUNT _____

3. _____
LOCATION NAME

ADDRESS

CONTACT PERSON _____ TITLE _____
TELEPHONE NUMBER _____ FAX NUMBER _____
DATE OF CONTRACT _____ LENGTH OF CONTRACT _____ CONTRACT AMOUNT _____

4. _____
LOCATION NAME

ADDRESS

CONTACT PERSON _____ TITLE _____
TELEPHONE NUMBER _____ FAX NUMBER _____
DATE OF CONTRACT _____ LENGTH OF CONTRACT _____ CONTRACT AMOUNT _____

This form must be completed and returned with your bid submittal.

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SECTION I - CCF INSURANCE REQUIREMENTS

1. Bidder shall submit a Certificate of Insurance during the performance of the services under this Contract reflecting at least the minimum amounts and conditions as follows:
 - A. Commercial General Liability including products liability and completed operations liability:

General Aggregate (Other than Products/Completed Operations)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Umbrella liability insurance in the amount of \$5,000,000 may be used to meet the general liability coverage limit requirements
 - B. Automobile Liability for owned, hired, and non-owned vehicles:

Bodily Injury and Property Damage (each accident)	\$1,000,000
---	-------------
 - C. Workers' Compensation (as required by Statute) with Employers' Liability limits of

Each Accident	\$500,000
Disease – each employee	\$500,000
Disease – policy limit	\$500,000
2. Conditions:
 - A. Any subcontractors hired by the Prime Contractor must comply with the same insurance coverage requirements and shall submit the required Certificate of Insurance through the Prime Contractor.
 - B. The Prime Contractor shall furnish all original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this contract no less than (7) business days prior to the event. The receipt of any certificate does not constitute an agreement by the College that insurance requirements have been met
 - C. Bidder shall furnish CCF certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) calendar days written notice has been made to CCF. Prime contractor shall include Hold Harmless Agreement, college shall be named as Additional Insured and COI shall have 30 day Notice of Cancellation.
 - D. Bidder shall include CCF as an additional insured on the General Liability and Automobile Liability insurance policy required by the Contract. All of Bidder's sub-Bidders shall be required to include PCC and Bidder as additional insured on their General Liability insurance policies