

## INSTRUCTIONS TO BIDDERS FOR COMPETITIVELY BID PROJECTS

HCPS STANDARDS DOCUMENT. No.: 01000

APPLICATION: ELEMENTARY, MIDDLE AND HIGH SCHOOL

### DATE OF ISSUE:


04-07-14	Revised to increase custodial overtime cost (21.1); fixed links to Owner's Forms & Standards webpage (10.1; 17.1)
05-11-12	Added contractor qualification (10.2); Revised bid opening procedures (14.1).
02-27-12	Changed "Architect" to "Design Professional" throughout; revised times for questions and substitution requests; revised bid opening procedures; revised sections governing time of completion, liquidated damages, and costs for extended access; new proposal form; merged requirements for major & minor projects.
08-12-10	General Revisions
01-22-10	Added Bid Number and Revised Delivery Location on Bid Proposal Form
10-28-09	Revised for conformance with HCPS Standard Construction Contract
03-24-09	Corrected header in proposal form
02-27-09	Added section 7.6 providing for Owner's contingency allowance to be included in bid; revised Proposal form to record the Owner's contingency allowance
02-19-09	Deleted section 10.2 requiring Letter of Intent and SWMBE Log
09-25-08	Revised bid submission location to Procurement Department, 3rd floor.
05-01-08	General Revisions; renamed and reformatted entire document


### NOTES:

1. The documents that follow shall be incorporated in all projects that are to be competitively bid, as a **preface** in the project manual. **Do not include this cover sheet with the project manual.**
2. Do **NOT** use these documents for projects constructed using the **CM-AT-RISK** delivery method.
3. **Prior to publishing the specifications**, the Design Professional (A/E) who prepares the project manual shall **edit the information appearing in bold red brackets [ ... ] , or as otherwise instructed, as appropriate to the project.** Delete brackets and change edited text to match the formatting of adjacent text. **All text in the final document shall be black.**
4. Editing instructions are included as blue hidden text within this specification. **Do not edit this specification unless you can see the hidden editing instructions.** If the sample editing instructions immediately following this paragraph are invisible, refer to *Microsoft Office Word (2007) Help* for guidance on displaying hidden text, and then show all formatting marks. **Do not print hidden text in the final document.**

Editing instructions appear as blue hidden text. Toggling the "Show/Hide formatting marks" command (using the  button) toggles the display of hidden text.

To display hidden text in Word documents



Click the Microsoft Office Button , and then click Word Options. In the Word Options dialog box, click Display, and then under Always show these formatting marks on the screen, select the Hidden text check box.

### ATTACHMENTS:

Instructions to Bidders (6 pages)  
Proposal Form (4 pages)

# Hillsborough County Public Schools

## Instructions to Bidders (Competitive Bidding)

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### 1.0 DEFINITIONS

- 1.1 Bidding Documents include the Invitation to Bid, Instructions to Bidders, the Proposal Form, other sample bidding and contract forms and the Contract Documents including any Addenda issued prior to receipt of Bids.

Retain only one of the next two paragraphs: For major projects, retain only the first paragraph. For minor projects, retain only the second paragraph.

- 1.2 Contract Documents for the Work consist of the Owner-Contractor Agreement (Contract), the Drawings, the Specifications and all Addenda issued prior to and all Modifications issued after execution of the Contract.
- 1.3 Contract Documents for the Work consist of a Purchase Order, the Conditions of the Contract (General, Supplementary, Special and other Conditions), the Drawings, the Specifications and all Addenda issued prior to and all Modifications and Purchase Order Adjustments issued after issuance of the Purchase Order.
- 1.4 The Owner is **The School Board of Hillsborough County, Florida.**
- 1.5 The Design Professional is the person or entity identified in the Bid Documents as such. The role of the Design Professional may be performed by an architect, engineer or, in limited cases, by the Owner. In some cases, the specific term Architect or Engineer may be used in lieu of Design Professional.
- 1.6 A Bidder is a person or entity who submits a bid to the Owner for the entire work.
- 1.7 A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.
- 1.8 A Bid is a complete and properly signed Proposal to do the Work for the sum stipulated therein, submitted in accordance with the Bidding Documents.
- 1.9 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 and Unit Price Bids.
- 1.10 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.
- 1.11 A Unit Price Bid is an amount stated in the Bid for items for which payment is to be determined based on actual quantities.
- 1.12 Addenda are written or graphic instruments issued by the Design Professional prior to the execution of the Owner-Contractor Agreement which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

### 2.0 BIDDER'S REPRESENTATIONS

- 2.1 Each Bidder by making his bid represents that:
- 2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.
- 2.1.2 He is familiar with the physical conditions pertaining to the Work which may affect the cost, progress or performance necessary to complete the Work in accordance with the terms of the Contract Documents. He has correlated the requirements of the Contract Documents and has given the Design Professional written notice of all reasonably discoverable conflicts, errors, or discrepancies.
- 2.1.3 His bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

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- 2.1.4 He has reviewed and is familiar with the terms of the Owner's standard Owner-Contractor Agreement, and his bid provides for compliance with all the terms therein, without exception.

### 3.0 BIDDING DOCUMENTS

- 3.1 Bidding Documents may be obtained electronically in Adobe® PDF format at no cost **[online from the VendorBid website, <https://www.vendorbid.net/hillsborough/>] [on CD-ROM from Design Professional name, address, and phone number].**
- 3.2 A complete set of printed bid documents will be available for review at the office of the **[Design Professional] [Owner].**
- 3.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Design Professional assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.4 The Owner or Design Professional, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use. All Bidding Documents are and shall remain the property of the Design Professional and Owner and any use thereof without the expressed written permission of the Design Professional and Owner is prohibited.

### 4.0 PRE-BID MEETING AND JOB SITE VISIT

- 4.1 The Owner will host a Pre-Bid Meeting at the Work site to review the scope of Work with prospective Bidders and provide bidders an opportunity to investigate conditions at the site. The Pre-Bid Meeting and site visit shall be conducted at the date and time indicated in the Invitation to Bid.
- 4.2 Bid Documents shall be obtained from the source(s) indicated above and shall be reviewed by prospective Bidders prior to the Pre-Bid Meeting. Bid Documents will not be distributed at the Pre-Bid Meeting.
- 4.3 Prospective bidders are not permitted to visit the Work site except in conjunction with the Pre-Bid meeting, or as specifically directed otherwise in the Bid Documents.

### 5.0 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

- 5.1 Bidders and Sub-Bidders shall promptly notify the Design Professional of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Retain only one of the two following deadline options: For major projects, retain only the first option. For minor projects, retain only the option providing the later date.

- 5.2 Bidders and Sub-Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request online at <https://www.vendorbid.net/hillsborough/> no later than **[ten calendar days prior to the Bid Due Date] [one (1) day following the pre-bid meeting].**
- 5.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

### 6.0 SUBSTITUTIONS

- 6.1 The materials, products and equipment specified in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- 6.2 Requests for substitutions will be considered by the Design Professional until fourteen calendar days prior to the Bid Due Date. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement

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setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Design Professional's decision of approval or disapproval of a proposed substitution shall be final.

- 6.3 Notice of all approved substitutions will be set forth in an Addendum. Bidders shall not rely upon approvals that may be made in any other manner.
- 6.4 No substitutions will be considered after the award of Contract except by written Change Order or Change Directive approved by the Owner.

### 7.0 ADDENDA

- 7.1 Addenda may be obtained electronically in Adobe® PDF format online at <https://www.vendorbid.net/hillsborough/>.
- 7.2 No Addenda will be issued later than **seven (7) calendar days** prior to the date for receipt of Bids.
- 7.3 Each Bidder shall ascertain prior to submitting his Bid that he has received all Addenda issued, and he shall acknowledge their receipt in his Proposal.

### 8.0 FORM AND STYLE OF BIDS

- 8.1 Bids shall be submitted on forms provided by the Owner.
- 8.2 All blanks on the Proposal form shall be filled in by typewriter or manually in ink.
- 8.3 Where so indicated sums shall be expressed in both words and numerals, and in case of discrepancy between the two, the amount written in words shall govern.
- 8.4 All Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".
- 8.5 Each Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy of the bid shall have affixed the original inked signature of the person or persons legally authorized to bind the Bidder to a contract. A Bid by the corporation shall further give the state of incorporation and each copy shall 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.

### 9.0 BID SECURITY AND BONDING REQUIREMENTS

- 9.1 Each Bid of **\$300,000 or more** shall be accompanied by a **Bid Bond in the amount of five percent (5%) of the Base Bid amount**. By submitting a Bid Bond, the Bidder pledges that, if his PROPOSAL is accepted by the Owner, he will enter into a contract with the Owner on the terms stated in his PROPOSAL and further, that, **for projects costing \$300,000 or more, he will furnish a Performance Bond and Labor and Materials Payment Bond** in the form required by the Owner, covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- 9.2 The Surety Company issuing the Bid Bond shall be licensed to transact surety business in the State of Florida. The Surety Company shall also be listed by the U.S. Department of Treasury's listing of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" (Department Circular 570, available online), and shall be certified to issue the total amount of the bond on any one risk. [See <http://www.fms.treas.gov/c570/>.]
- 9.3 The Attorney-In-Fact who executes the Bid Bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.

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**10.0 CONTRACTOR'S QUALIFICATION STATEMENT**

10.1 Each Bid shall be accompanied by a properly executed CONTRACTOR'S QUALIFICATION STATEMENT. Bid submissions that do not include an acceptable CONTRACTOR'S QUALIFICATION STATEMENT shall be rejected. Acceptable forms include **only** the following:

10.1.1 An original AIA Document A305, or

10.1.2 Document Number 01020 – HCPS Contractor's Qualification Statement, as published by the Owner and available online at <http://facilities.mysdhc.org/pandc/FormsStandards>.

10.2 When a Florida construction contractor's license is required for any portion of the Scope of Work indicated by the bid documents, **the Owner will only enter into an agreement with a Florida registered or licensed construction contractor**. In that case, bids from firms not registered or certified in Florida as a construction contractor shall be rejected.

**11.0 SMALL BUSINESS ENCOURAGEMENT PROGRAM**

11.1 The Owner has implemented a Small Business Encouragement Program. **It is the Owner's goal for a minimum of twenty percent (20%) of the Contract Sum to be apportioned to subcontractors and suppliers currently holding municipal, county or state certification as small business enterprises (SBE)**. Bidders are encouraged to solicit bids from SBE vendors who have chosen to register with the Owner's Office of Supplier Diversity (OSD) through the online VendorBid program. A current listing of vendors registered with the OSD is available online at <http://www.sdhc.k12.fl.us/OSD/VendorDirectory/>.

**12.0 SUBMISSION OF BIDS**

- 12.1 Enclose the following in a single sealed opaque envelope:
1. Two completed Bid Proposal Forms (one original, one copy)
  2. Two completed Contractor's Qualification Statements (one original, one copy)
  3. Bid Security (when required by these Bid Documents)

The envelope shall be identified as follows:

PROPOSAL FOR: **[Bid Number]**  
**[Project Name]**  
**[Project Address]**

TO:  
ATTN: Hillsborough County Public Schools  
**Procurement Department, 3<sup>rd</sup> Floor**  
Raymond O. Shelton School Administrative Center  
901 East Kennedy Boulevard, Tampa, FL 33602

FROM: **Name of Bidder**  
**Address of Bidder**

12.1 Bidders' Proposals and accompanying documents shall be delivered to the address shown above, prior to the time and date for receipt of Proposals indicated, or any extension thereof made by Addenda. Bids received after the time and date for receipt of Bids will be returned unopened.

**NOTICE TO ALL BIDDERS:** The Raymond O. Shelton School Administrative Center is a "Secure" building. All visitors will be required to present a photo ID and obtain a visitor's pass prior to entry.

12.2 The Bidder shall assume full responsibility for timely delivery of Proposals to the specific Department identified herein. Bidders are cautioned that the District has a central receiving point for commercial delivery services (FEDEX, UPS, etc.) and U. S. Mail, and there can be substantial delay associated with the District's internal distribution system. Proposals delivered to ROSSAC that fail to arrive at the specific Department identified herein prior to the time and date for receipt of Bids will be returned unopened.

12.3 Oral, telephone or telegraphic Bids are invalid and will not receive consideration.

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**13.0 MODIFICATION OR WITHDRAWAL OF BID**

- 13.1 A Bid may not be modified, withdrawn or canceled by the Bidder for **sixty (60)** calendar days following the time and date designated for the receipt of Bids, and the Bidder so agrees in submitting his Bid.
- 13.2 Prior to the time and date designated for the receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the person submitting the Bid.
- 13.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

**14.0 EXAMINATION OF BIDS**

- 14.1 Immediately following the scheduled time for receipt of bids, the Owner will inspect the sealed bids to determine the date and time received. The names of Bidders submitting timely Proposals and the prices submitted therewith will be announced to any interested parties.

**15.0 REJECTION OF BIDS**

- 15.1 The Owner shall have the right to reject any or all Bids and to reject a Bid not accompanied by an acceptable Contractor's Qualification Statement and Bid Security (when required), or by any other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

**16.0 ACCEPTANCE OF BID (AWARD)**

- 16.1 It is the intent of the Owner to award a Contract on the basis of the lowest and best bid from a responsive 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 any informality or irregularity in any Bid or Bids received and to accept the Bid which, in its judgment, is in its own best interest.
- 16.2 The Owner shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid, amounts for estimated quantities of Unit Price items, and any Alternates that might be accepted.
- 16.3 Prior to the award of the Contract, the Design Professional will notify the Bidder in writing if either the Owner or the Design Professional, after due investigation, has reasonable objection to any person or entity proposed on the Bidder's List of Subcontractors. If the Owner or Design Professional has reasonable objection to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with an adjustment in his bid price to cover the difference in cost occasioned by such substitution. The Owner may, at its discretion, accept the adjusted bid price or it may disqualify the Bidder.
- 16.4 When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to vendors in the following sequence:
  - 1. Business that certifies that it has implemented a drug-free workplace in accordance with the provision of Florida Statue 287.087;
  - 2. Board-certified or verified small business vendor;
  - 3. Small/minority/women-owned business certified by a governmental entity in Hillsborough County;
  - 4. Small/minority/women-owned business certified by a governmental entity in the Tampa Bay area;
  - 5. Florida certified small/minority/women owned business;
  - 6. Business located in Hillsborough County, Florida;
  - 7. Business receiving the larger dollar award on other items within the bid;
  - 8. Business located in Florida;
  - 9. Flip of a coin.

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Instructions to Bidders (Competitive Bidding)**

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**17.0 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Retain only one of the next two paragraphs: For major projects, retain only the first paragraph. For minor projects, retain only the second paragraph.

17.1 The Agreement for the Work shall be **HCPS Construction Contract – Fixed Price** in effect seven calendar days prior to the Bid Due Date. Contract templates are available for review on the Owner's website, at <http://facilities.mysdhc.org/pandc/FormsStandards>.

17.2 The agreements for the Work will be the Purchase Order issued by the Owner, with any special terms and conditions specified therein.

**18.0 CONDITIONS OF THE CONTRACT**

Retain only one of the next two paragraphs: For major projects, retain only the first paragraph. For minor projects, retain only the second paragraph.

18.1 The Conditions of the Contract are included within the **HCPS Construction Contract – Fixed Price**.

18.2 The Conditions of the Contract include: *General Conditions of the Contract for Construction*, AIA Document A201, Fifteenth Edition, 1997; Specification Section **[01010]** – *Special Terms and Conditions for MINOR Projects*; and Specification Section **[01015]** – *Supplementary Conditions for MINOR Projects*.

**19.0 CONTRACT TIME AND LIQUIDATED DAMAGES**

19.1 The Contract contains provisions for Contract Time and Liquidated Damages. The Proposal Form identifies the Contract Time allowed for completion of the work, and the Liquidated Damages that may be assessed for failure to complete the Work in the time allowed.

**20.0 PUBLIC ENTITY CRIMES ADVISORY STATEMENT**

20.1 Bidders are herewith informed of the following provisions of Florida Statute 287.133, paragraph (2)(a):

*“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”*

**21.0 COSTS FOR EXTENDED ACCESS TO BUILDING INTERIORS**

21.1 If, in order to complete the project, Construction Contractor requires access to the interior of any building secured but not vacated by the Owner during hours other than 7:00AM to 5:30PM, Monday through Friday during the months of June, July or August when school is not in session; during hours other than 7:00AM to 8:00PM Monday through Friday when school is in session; or during holidays published on the Owner's calendar for 12-month personnel, a custodian will be made available to provide the required access. The cost for the custodian will be deducted from the Contract by Change Order at the rate of **\$50.00/hour** for each hour of access required. The calendar of holidays for 12-month personnel is available online at <http://www.sdhc.k12.fl.us/info/calendars/>.

**22.0 OWNER'S CONTINGENCY**

22.1 Each bidder shall include in their bid the amount designated on the Proposal Form for an Owner's Contingency, which shall be reserved for the Owner's sole discretionary use, and shall not be used without the written consent of the Owner. Said amount shall be accounted for separately from other project funds. Any unspent balance of the Owner's Contingency shall be credited to the Owner at the end of the project.

**Hillsborough County Public Schools  
Bid Proposal Form (Competitive Bidding)**

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**DATE:** \_\_\_\_\_  
(Date of Proposal)

**FROM:** \_\_\_\_\_  
(Name of Bidder's Company)  
\_\_\_\_\_  
(Mailing Address)  
\_\_\_\_\_  
(City, State, Zip)

**TO: Hillsborough County Public Schools  
ATTN: Procurement Department, 3<sup>rd</sup> Floor  
Raymond O. Shelton School Administrative Center  
901 East Kennedy Boulevard, Tampa, FL 33602**

The undersigned Bidder, having carefully examined the premises and conditions affecting the Work, the Instructions to Bidders, the Form of Agreement and Conditions of the Contract, and other Contract Documents for:

**[Bid Number (if applicable) and Name of Project]** \_\_\_\_\_, dated **[Issue Date]** \_\_\_\_\_,

as prepared by: **[Name of Design Professional]** \_\_\_\_\_ does hereby propose to furnish all labor, materials, equipment and services required for the proper execution and completion of the work described and called for in said Documents for the lump sum(s) as indicated herein below:

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**BASE BID:** \_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(State amount in words)

The Base Bid amount above includes an allowance for Owner's contingency in the amount of:

**[written amount] Dollars (\$[x,xxx])**

This proposal covers all expenses, including applicable license fees and all taxes levied in connection with the Work.

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**[Indicate required unit price(s) below. Omit this section if unit prices are not required.]**

**UNIT PRICES**

Refer to Contract Documents for a complete description of items requiring unit pricing. The undersigned bidder agrees that, if awarded the Contract for the Work, this unit pricing shall be the basis for determining the cost of any proposed changes to the Work and for determining the amount of final payment.

**[Unit Price No. 01 – Brief Description]**

\$ \_\_\_\_\_ **[Quantity]** \$ \_\_\_\_\_  
(Unit Cost) (Est. Qty.) (Total Amount)

**[Unit Price No. 02 – Brief Description]**

\$ \_\_\_\_\_ **[Quantity]** \$ \_\_\_\_\_  
(Unit Cost) (Est. Qty.) (Total Amount)

**[Unit Price No. 03 – Brief Description]**

\$ \_\_\_\_\_ **[Quantity]** \$ \_\_\_\_\_  
(Unit Cost) (Est. Qty.) (Total Amount)



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**[Unit Price No. 04 – Brief Description]**

\$ \_\_\_\_\_  
(Unit Cost)

**[Quantity]**  
(Est. Qty.)

\$ \_\_\_\_\_  
(Total Amount)

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[Indicate required alternate(s) below. Omit this section if alternates are not required.]

**ALTERNATES**

Refer to Contract Documents for a complete description of any alternate(s) that may be required. Indicate by checkmark whether the amount of the alternate is to be added to or deducted from the amount of the Base Bid for each of the following:

**[ALTERNATE No. 01 – Brief Description]**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(State amount in words)  Add  Deduct

**[ALTERNATE No. 02 – Brief Description]**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(State amount in words)  Add  Deduct

**[ALTERNATE No. 03 – Brief Description]**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(State amount in words)  Add  Deduct

**[ALTERNATE No. 04 – Brief Description]**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(State amount in words)  Add  Deduct

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**ADDENDA**

Receipt of the following Addenda are hereby acknowledged as follows:

ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_.

ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_.

ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_.

ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_.

ADDENDUM NO. \_\_\_\_\_, dated \_\_\_\_\_.

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List specific subcontractor trades to be identified by the bidder. INCLUDE THE PRIMARY DISCIPLINE REQUIRED FOR THE PROJECT, AND ANY SPECIFIC DISCIPLINES FOR WHICH SUBCONTRACT INFORMATION IS DESIRED (E.G., TEST AND BALANCE, HVAC CONTROLS). If no subcontractors are anticipated, omit this section in its entirety.]

**LIST OF SUBCONTRACTORS**

The undersigned Bidder hereby indicates their intent to either self-perform the work OR subcontract with each of the major subcontractors listed below.

TRADE	SELF-PERFORMED	SUBCONTRACTOR NAME/ADDRESS	LICENSE No.	S/W/MBE STATUS			
				S	W	M	N/A
[TRADE CATEGORY 01]	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
[TRADE CATEGORY 02]	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
[TRADE CATEGORY 03]	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
[TRADE CATEGORY 04]	<input type="checkbox"/>	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COMPLETION TIME AND LIQUIDATED DAMAGES**

Retain only one of the two sections below.

[Option 1 – Set Number of Days (delete paragraph if using Option 2 below)]

The undersigned Bidder agrees to substantially complete the Work in accordance with the contract documents within [written number (#)] calendar days, Sundays and Holidays included, such time to commence on the date of the Owner's "Notice to Proceed", and to complete any portions of the Work designated for earlier completion within the times established in the contract documents.

[Option 2 – Set Calendar Date (delete paragraph if using Option 1 above)]

Provided Owner issues a "Notice to Proceed" not later than [calendar date], the undersigned Bidder agrees to substantially complete the Work in accordance with the contract documents not later than [calendar date], and to complete any portions of the Work designated for earlier completion within the times established in the contract documents.

Bidder further agrees that the Work shall be fully completed and ready for final acceptance in accordance with the contract documents within [written number (#)] calendar days, Sundays and Holidays included, such time to commence on the date of substantial completion or receipt of the punch list, whichever date occurs last.

Bidder acknowledges that if Bidder fails to satisfy all requirements for substantial completion of the Work or portions designated for earlier completion as described in the contract documents within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, [written amount] Dollars (\$[x,xxx]) [per classroom or other space category, if required] for each calendar day thereafter until substantial completion of the work or portions designated for earlier completion is achieved. Should the awarded Bidder fail to satisfy all requirements for final acceptance of the Work as described in the contract documents within the required time period, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, twenty five dollars (\$25) for each calendar day thereafter until the final acceptance requirements are met.

**MISCELLANEOUS PROVISIONS**

The undersigned Bidder hereby acknowledges the provisions of Florida Statute 287.133 pertaining to public entity crimes, which states as follows:

*“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”*

Attached herewith is the Contractor's Qualification Statement as required by the Instructions to Bidders.

This proposal shall remain in force and effect for a period of **sixty (60)** calendar days from the time of opening of this Proposal. The Bidder will not revoke, cancel or withdraw this Proposal within the said sixty (60) calendar days.

In witness whereof, the Bidder, a \_\_\_\_\_,  
(Sole Proprietor, Corporation, Limited Liability Partnership, etc.)

licensed and incorporated in the State of \_\_\_\_\_, has hereunto set his or her signature and affixed his or her seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FOR: \_\_\_\_\_  
(Legal Name of Business)

BY: \_\_\_\_\_  
(Typed/Printed Name and Title of Officer or Authorized Agent)

\_\_\_\_\_  
( S E A L )

\_\_\_\_\_  
(Signature)

WITNESSED BY: \_\_\_\_\_  
(Typed/Printed Name and Title of Witness)

\_\_\_\_\_  
(Signature)