



**ST. JOHNS RIVER**  
**S T A T E C O L L E G E**

## **INVITATION TO BID**

**ITB-SJR-05-2025R**

**HVAC EQUIPMENT SERVICES**

### **Due Date**

**Thursday, October 30, 2025**

**No later than 2:00 p.m. to:**

Purchasing Department, Palatka Campus  
Business Office; Building "A"  
5001 St. Johns Ave, Palatka, FL 32177

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## PART I: INTRODUCTION

- 1.1 SJR State is a public college located in beautiful northeast Florida along the shores of the St. Johns River. With three campuses in Clay, Putnam, and St. Johns counties, SJR State serves nearly 10,000 students each year from among a population base of 600,000 in one of the fastest-growing areas of the country. Known for its natural beauty and quality of life, SJR State's service area includes St. Augustine, the nation's oldest city; Palatka, the "Gem City of the St. Johns;" and Orange Park, with roots going back to the Spanish period in Florida history.

SJR State continues its comprehensive educational role by expanding its services and programs while continuing its focus on the Associate in Arts (transfer) degree and more than 30 Associate in Science degrees and certificates. In 2011, the College expanded its mission to include baccalaureate degrees.

- 1.2 SJR State is a political subdivision of the State of Florida and is exempt from payment of federal excise tax and Florida state sales tax:
- Florida Sales Tax Exemption Certificate Number 85- 8013170533C-4
  - Federal Identification Number 59-1033399.
- 1.3 Interpretation of the wording of, and responses to, questions concerning this ITB shall be the responsibility of the College and shall be communicated via the Purchasing Department and will be final. Questions and requests for clarifications should be directed in writing to the Purchasing Department via email at [purchasingdepartment@sjrstate.edu](mailto:purchasingdepartment@sjrstate.edu). Questions will be accepted until the end of day on October 17, 2025. The final addenda (if any) shall be posted no later than October 23, 2025.

Any and all written questions received prior to October 17, 2025 shall be reviewed, and if deemed necessary, an official response shall be issued by the Purchasing Department in the form of an Addendum. This process shall constitute the only official means by which additional information regarding this ITB shall be made available. Additional information acquired by any other means shall not be utilized when submitting a bid for this ITB.

- 1.4 In accordance with Florida Statute 287.133, a person, entity or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

By submission of a bid the bidder certifies compliance with FS 287.133.

- 1.5 In accordance with Florida Statute 287.057(25), respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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## PART 2: GENERAL/CONTRACT TERMS AND CONDITIONS

- 2.1 **SUBMISSION:** All Bidders submitting a response to this ITB understand and agree that the affirmative act of submitting a bid constitutes acceptance of and agreement to the General Terms and Conditions. Bidders are responsible for adhering to the General Terms and Conditions. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The College reserves the right to accept/reject any or all bids, waive minor formalities, and to award to the Bidder that best serves the needs of the College.
- 2.2 **AWARD:** The initial term of this contract shall be for a period of three (3) years. Upon mutual agreement, in writing, of both parties the contract may be renewed for two (2) additional twelve (12) month periods.
- 2.3 **EXPENSES:** Bidders are responsible for any and all costs associated with submitting a bid in response to this ITB. It is expressly understood, no Bidder may seek or claim any award and/or re-imbursement from the College for any expenses, costs, and/or fees (including attorneys' fees) borne by any Bidder. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Bidder.
- 2.4 **ITB DUE DATE AND TIME:** All bids must be delivered to the SJR State Purchasing Department at 5001 St Johns Ave., Palatka, FL 32177; Business Office, Building "A", before **2:00pm on Thursday, October 30, 2025**. Please indicate the ITB number on the outside of your sealed envelope to assist the College in identifying your ITB. Bids received after due date/time will not be accepted. Bids cannot be faxed or emailed. The College will not be responsible for Postal or other delivery service delays that may cause a bid to be late. To be considered responsive your bid shall be signed by an authorized employee/officer with the authority to bind a contract and must include all requested item(s).

Bid packages must include one (1) original hard copy and one (1) digital copy.

Bids/RFPs may be mailed, or hand delivered to:  
St. Johns River State College c/o Purchasing Department  
Office of Business Affairs, Building "A"  
5001 St. Johns Ave  
Palatka, Florida 32177

- 2.5 **PUBLIC BID OPENING:** St. Johns River State College will conduct a Public Bid opening, the date and time of which will be posted on the College website <https://www.sjrstate.edu/purchasing-public-notice>. Sealed bids, proposals, or replies received by the College pursuant to this solicitation will remain confidential and are exempt from Florida's Public Records Act (Ch. 119, Florida Statutes) until such time as the College provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies; whichever is earlier. By submitting a response to this solicitation, the bidder acknowledges that all documents and information

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

- 2.6 POSTING OF RECOMMENDATION OF AWARD: The College's recommendation of award will be posted to <https://www.sjrstate.edu/purchasingdept> and <http://www.demandstar.com>
- 2.7 IDENTICAL OR TIED PROPOSALS/BIDS: The decision for the award of tied bids/proposals shall be made after a careful review of the circumstances surrounding the tie, with preference being given to State of Florida Bidders. If still tied, pursuant to FS 287.087, the College will break a tie/award to a business that has implemented a drug-free workplace program. If still tied, pursuant to HB 687 and FS 287.057(12) the College shall give consideration to a State-certified minority business enterprise, and award to a State-certified minority business enterprise, when all other things are equal.
- 2.8 PROTESTS: Protests shall be served to the Purchasing Department at 5001 St. Johns Avenue, Palatka, Florida, 32177, via certified mail. Protests may be preliminarily filed, if followed by a certified mail original, via email to [PurchasingDepartment@sjrstate.edu](mailto:PurchasingDepartment@sjrstate.edu). Bid protests must be accompanied by a cost deposit of five thousand dollars (\$5,000.00) or one percent of the total contract price, whichever is greater. Failure to file a notice of protest, failure to file a formal written protest, or failure to post the bond or other security shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Protests must be filed within 72 hours of the documents being posted to the Purchasing website and DemandStar.
- 2.9 ADVERTISING: In submitting a bid, Bidder agrees not to use the results as a part of any commercial advertising unless permission in writing is granted by the College.
- 2.10 APPLICABLE LAW: The Bidder shall comply with all applicable federal, state, county and local laws, rules, ordinances and regulations. This ITB, and any contract to be executed in connection with the award of this ITB, must be in accordance with any statutory requirement of the State of Florida. Lack of knowledge by the Bidder will in no way be cause for relief from responsibility. The contract, when entered into, shall be constructed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. College and Contractor hereby agree that venue shall be in Putnam County, FL.
- 2.11 ASSIGNMENT: If awarded, neither the resulting contract nor any of the Contractor's rights, duties, or obligations under the contract may be assigned or subcontracted by the Contractor without the written consent of the College.
- 2.12 BOND: A bond may be required to guarantee the payment of any losses by theft, burglary, pilfering or vandalism as a result of carelessness, negligence or willful acts of the Contractor, its agents, employees or assigns.

- 2.13 MINIMUM QUALIFICATIONS OF CONTRACTOR: The following are minimum qualification requirements that Bidders must meet in order to be eligible to submit a bid. Bids must satisfactorily demonstrate Bidder qualifications that meet and/or exceed the minimum qualifications as follows:
- Bidder must be licensed in to do business in the State of Florida
  - Bidder must have at least five (years) of prior experience working on projects of same size and scope of this RFP
  - Bidder must possess all necessary licenses, such as those stated in Part 3 of this bid
- 2.14 PERSONNEL: Contractor agrees each of its employees will be properly qualified and will use reasonable care in the performance of services. If the College, in the College's sole opinion, determines for any reason, that the qualifications, actions, or conduct of any particular Contractor employee has violated the Agreement by performing unsatisfactory services, interfering with operation of property, bothering or annoying any occupants, other contractors or subcontractors on the campus, or that such actions or conduct is otherwise detrimental to the College, then upon the College's written notice, Contractor shall immediately provide a qualified replacement. Contractor's employees are expected to adhere to all College policies and procedures including but not limited to maintaining a tobacco free campus.
- 2.15 E-VERIFY: In accordance with State of Florida Statute 448.095, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system to verify employment eligibility of all employees hired during the term of the Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
- 2.16 PUBLIC RECORDS: To the extent that CONTRACTOR meets the definition of "Contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, CONTRACTOR must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:
- 2.16.1 Keep and maintain public records required by COLLEGE to perform the service.
- 2.16.2 Upon request from COLLEGE's custodian of public records, provide COLLEGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.
- 2.16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to COLLEGE.

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

2.16.5 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Records  
5001 St Johns Ave  
Palatka, FL 32177  
PublicRecords@sjrstate.edu  
www.sjrstate.edu/public\_records**

2.16.6 The CONTRACTOR acknowledges that the College cannot and will not provide legal advice or business advice to CONTRACTOR with respect to its obligations pursuant to this section related to public records. The CONTRACTOR further acknowledges that it will not rely on the College or its Counsel to provide such legal or business advice, and that CONTRACTOR has been advised to seek professional advice with regard to public records matters addressed by this agreement. The CONTRACTOR acknowledges that its failure to comply with Florida law and this agreement with respect to public records shall constitute a material breach of this agreement and grounds for termination.

2.17 **RESPONSE MATERIALS:** Any material submitted in response to this ITB becomes the property of the College upon delivery to the Purchasing Department and may be appended to any formal document which would further define or expand the contractual relationship between the College and the successful Bidder.

Additionally, any material or documentation submitted in response to this solicitation will be a public document pursuant to Section 119.07 Florida Statutes. This includes material which the Bidder may consider confidential or a trade secret. Any claim of confidentiality is waived upon submission effective after public opening pursuant to FS 119.07.



2.18 **TRADE SECRETS:** If the Bidder seeks to assert trade secret protection under Florida Statutes Section 119.0715, such Bidder must comply with the following:

1. Clearly label the record(s) containing claimed trade secrets. The Bidder must provide the appropriately redacted copies of any such record(s) or mark portions in such records which need to be redacted.

**AND**

2. Provide a sworn affidavit signed by an authorized Bidder's officer, certifying the following for each record containing trade secret:

- a. Identify with specificity the record(s) for which trade secrets protection is claimed;
- b. Provide a description of the record sufficient to determine the application of the trade secret exemption; and
- c. Explain in detail the specific element(s) or provision(s) of Florida Statutes Section 688.002(4) and/or case law that render the record at issue a trade secret exempted from public records production under Florida law.

**PLEASE NOTE:** *Inserting the words "Confidential" and/or "Proprietary" on a record does not automatically entitle the record to be considered a trade secret under Florida law; the claimed trade secrets must actually constitute trade secrets as defined by law.*

2.19 **RETENTION OF RECORDS:** The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to any agreement resulting from this solicitation for a period of five (5) years after contract end date. The Contractor shall maintain complete and accurate record keeping and documentation as required by the College and the terms of any agreement resulting from this solicitation. Copies of all records and documents shall be made available to the College upon request. All invoices and documentation must be clear and legible for audit purposes.

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

2.21 **WITHDRAWAL OF BID:** Bids may be withdrawn by written notice prior to solicitation public opening. Withdrawals received after the time set for opening of solicitation will not be considered.

2.22 **TERMINATION/CANCELLATION:** The College reserves the right to amend, modify, or withdraw this ITB at any time and for any reason, or elect not to make an award pursuant to this ITB whenever the College deems it to be in its best interests

**2.23 PRICE ADJUSTMENTS:** All pricing to remain firm during the initial contract period.

Price adjustment requests may be submitted to the College no less than forty-five (45) days from the current renewal date. The consideration for any price adjustment shall be based upon the current Consumer Price Index (CPI)- All Urban Consumers (CPI-U) at the time of renewal. The College is under no obligation to grant any requested price adjustment. Additionally, the Contractor is not permitted to combine and/or compound the requested increase in the following year to “make-up” for previous years. The College reserves the right to not renew any contract regardless of price considerations.

**2.24 COOPERATIVE PURCHASE AGREEMENT:** The college has reviewed purchasing agreements and state term contracts available under Florida Statutes Section 287.056 as required in Section 1010.04, Florida Statutes. As provided in the Florida State Board of Education Administrative Rule 6A-14.0734(2)(c), and with the consent and agreement of the successful Bidder(s), purchases may be made under this RFP/Bid Solicitation by other State of Florida community/state colleges, state universities, district school boards, political subdivisions and any other state agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid document and resulting agreement, for the same price and for the same effective time period. If the period of time is not defined within the Bid solicitation document or resulting agreement, the prices and all terms and conditions shall be firm for one hundred and twenty (120) days from date of contract execution. Each State of Florida agency allowed by the successful Bidder(s) to use the resulting agreement shall do so independent of any other State of Florida agency. Each state agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No other state agency receives any liability by virtue of this Bid and subsequent agreement. This cooperative purchase agreement in no way restricts or interferes with the right of any State of Florida agency to re-bid any or all items or services.

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### **PART 3: SCOPE OF SERVICES/SPECIFICATIONS**

- 3.1 SCOPE OF SERVICES: The awarded Contractor shall provide major HVAC services at all three St Johns River State College campuses:

- Orange Park - 283 College Drive, Orange Park, FL, 32065
- St Augustine - 2990 College Drive, St. Augustine, FL, 32084, and
- Palatka - 5001 St. Johns Ave., Palatka, FL, 32177

These services shall include an initial inspection, water treatment services, periodic quarterly inspections, an annual inspection, and call-out (as needed) services.

The awarded contractor shall be responsible for all materials, tools, equipment, and labor, in addition to any and all other necessary items to perform the work as specified.

- 3.2 PRE-BID MEETING: No pre-bid meeting will be held. Any Contractor who would like a site visit should contact only the Purchasing Department at [purchasingdepartment@sjrstate.edu](mailto:purchasingdepartment@sjrstate.edu) to arrange time and place of visit, per Florida Statute 287.057(25).

- 3.3 ERRORS AND OMISSIONS: Bidders are expected to comply with the true intent of these bid specifications taken as a whole and shall not avail themselves of any errors or omissions to the detriment of the services. Should any bidder suspect any error, omission, or discrepancy in the specifications or instructions, the bidder shall immediately notify the Purchasing Director in writing who will issue written instructions to be followed. Bidders are responsible for the contents of their bid and for satisfying the requirements set forth in the bid specifications.

- 3.4 DEFINITIONS: The contractor shall request clarification of any term he/she considers unclear or ambiguous, but for the purpose of this bid document, the terms below shall be defined as follows:

- a) Furnish - Create, purchase, or otherwise legally acquire a new item – or, with College’s permission, a refurbished item – and deliver it to the appropriate location in good working order and appearance.
- b) Provide - Furnish all parts and install or, in the case of services, perform, using technicians trained to accomplish such tasks. It is expected that all warranties on newly furnished and existing equipment shall remain intact following the provision of any item.
- c) Verify - Assure equipment or component’s proper operation, full functionality, and/or working condition including the provision of all maintenance tasks, repairs, or replacement as necessary.
- d) Justify - Furnish for College’s consideration and, where appropriate, approval written documentation describing an action, assessment, decision, etc.

3.5 EQUIPMENT: Equipment considered to be within the scope of this contract is identified in Appendix 1 – Equipment Lists (Part 4). Every reasonable effort has been made to assure the completeness of these lists. Additions to or deletions from these lists – for example, those discovered during the initial inspection and reporting period described below, or new equipment that comes on line during the contract period – shall be made by mutual agreement between the College and the contractor. Rates shall be adjusted accordingly.

3.6 LICENSURE: To be considered as qualified, all contractors submitting bids shall be either a Registered Mechanical Contractor or Certified Mechanical Contractor with the State of Florida.

Contractor shall only utilize personnel that are factory authorized, and have a minimum of five years' experience, in performing maintenance and repairs on York chillers. They must also be able to provide and maintain current technical data, diagnostic tools and have access to all change notifications for York chillers. Documentation from York, as applicable, identifying Contractor personnel as having these qualifications, shall be part of the bid submittal or within 24 hours upon request.

Copies of licenses to be submitted as part of the bid package or within 24 hours upon request. Failure to provide licensure within the 24 hour request period may result in rejection of the bid.

3.7 GENERAL SPECIFICATIONS:

3.7.1 Contractor shall check in with the Facilities Office or the Security Office upon arrival to and departure from the campus where any service or duties are to be performed. The Security Office may assign Contractor keys for access to HVAC equipment for the performance of duties upon check in. All keys signed out by Contractor must be returned, and signed in, to the Security Office prior to Contractor departing campus. UNDER NO CIRCUMSTANCES, INCLUDING SHORT TRIPS OFF CAMPUS, SHALL ASSIGNED SJR STATE KEYS LEAVE CAMPUS GROUNDS.

3.7.2 All work shall be performed during regular college business hours. Regular business hours for all campuses occur Monday through Friday between 8 a.m. to 5 p.m. during the fall, winter, and spring sessions, and Monday through Thursday between 8:00 a.m. to 5:30 p.m. during summer 1,2 and 3 sessions. Current session schedules are available on the College web page at <https://www.sjrst.edu/academcal>.

3.7.3 Significant shut downs of major equipment shall be conducted only when the college is closed and shall require prior approval of the SJR State Facilities Department. The college is closed for two weeks during the winter holiday, for one week during the spring holiday, and for shorter periods at other times including extended weekends during summer terms.

- 3.7.4 Off season access to heating or cooling equipment during normal business hours may be permitted at the College's discretion. All such work must be coordinated in advance with the SJR State Facilities Department.
- 3.7.5 Safety requirements mandate that certain tasks be performed with equipment de-energized. Standard lock-out/tag-out procedures shall be enacted during any and all maintenance work inside of units or near open electrical wiring including heating elements, in proximity to normally rotating or oscillating parts such as fans, and inside of units containing ultraviolet or electrostatic filters.
- 3.7.6 Proper management of the refrigerants present in some of the equipment listed below is an absolute requirement of the contract. If, during an annual leak test or at any other time, it becomes necessary to add refrigerant to replenish a unit's charge or to transfer refrigerant in the process of affecting repairs to the equipment, it is the contractor's responsibility to maintain and account for refrigerant charge during refrigerant handling. The contractor shall furnish the College with documentation of the refrigerant handling event. Documentation shall include at minimum an accounting of the refrigerant type and quantity of charge lost, amount replenished as well as a description of the measures required to assure the future integrity of the system.
- 3.7.7 The Contractor shall maintain a folder at each campus chiller plant of SDS documentation for all products and chemicals utilized in the performance of the contract.
- 3.7.8 Contractors shall submit written notification to the SJR State Facilities Department when toxic substances are to be used in construction, repair, or maintenance of SJR State facilities.
- 3.7.9 It is the responsibility of the contractor to coordinate service of equipment that may be under warranty with a representative of the Facilities Department and to perform any work in such a way as to preserve existing warranties.
- 3.7.10 Initial Refrigerant Unit Charge Assessment: During the initial preventative maintenance visit for water cooled and air cooled equipment, the contractor shall assess the existing refrigerant charge level for all units within scope that contain refrigerant. If the refrigerant charge on any unit is determined to be below full operating level (as identified on the equipment data plate), the contractor shall note the deficit and justify the amount of refrigerant needed and provide the College a written proposal to replenish the equipment's refrigerant charge to proper operating levels. The College will then, in a timely manner, furnish the contractor with replacement refrigerant to be used exclusively for replenishment of the depleted charge. After confirming the suitability of the refrigerant provided, the contractor shall recharge each unit to its full level using that material and shall justify refrigerant usage for the College's records.

### 3.8 WATER TREATMENT SERVICES:

- 3.8.1 The College currently maintains ownership, and will for the duration of any contract resulting from this bid, continue to maintain ownership of all water treatment equipment on all campuses. Pursuant to this bid, in addition to maintaining chemical treatment for HVAC hydronic systems, the awarded Contractor shall be responsible for providing qualified third-party HVAC hydronic water treatment services for the duration of the contract period. The water treatment service shall be performed monthly on all three campuses, at a minimum of 12 scheduled visits per year. Water treatment service shall include all necessary chemicals needed to maintain the College hydronic systems in proper operating condition. HVAC hydronic system services shall be performed on all chill water, condenser water, and heating water systems associated with HVAC equipment listed in Appendix 1.
- 3.8.2 The awarded Contractor shall verify and maintain operation of all equipment associated with water treatment including replacement of devices that are malfunctioning or can no longer be calibrated. Such equipment includes, but is not limited to, chemical pumps, water sensors, timers, flow metering stations, and other monitoring equipment. Should the contract between SJR State and the awarded Contractor be terminated for any reason, all water treatment equipment shall remain the property of SJR State.
- 3.8.3 Following each monthly inspection, the awarded Contractor shall provide the College a detailed written or electronic report of each hydronic system to include any deficiencies noted during their inspection.

### 3.9 INITIAL INSPECTION AND REPORTING:

- 3.9.1 The intent of the initial inspection is to document a baseline condition for reference over the duration of the contract. The initial inspection shall occur as part of the first periodic maintenance cycle.
- 3.9.2 At the outset of the contract, an initial inspection and reporting period shall commence during which it is the contractor's responsibility to:
- a) Assess the existing condition of all equipment specified in Appendix 1 "Equipment Lists"
  - b) Document the addition or deletion of equipment relative to that which is listed in Appendix 1 "Equipment Lists"
  - c) Perform maintenance on the equipment identified in lines A and B above in order to bring that equipment into good working order.
- 3.9.3 Following each maintenance equipment inspection, provide customer a written report of equipment operating performance.

3.9.4 Following each inspection site visit, provide customer a written report of equipment deficiencies and repair recommendations to bring equipment into good working order.

3.10 PERIODIC PREVENTATIVE MAINTENANCE (QUARTERLY PM):

3.10.1 The awarded Contractor's responsibility for each item includes inspection, assessment, adjustment as needed to maintain equipment in good working order. Justify deficiencies and the steps taken to correct them. Periodic inspection and maintenance as below shall be performed FOUR (4) times a year (March, June, September and December).

The December periodic maintenance visit shall coincide with the December annual maintenance visit.

3.10.2 The awarded Contractor is responsible to inspect for the proper operation of the entire unit from the load side of the disconnect to the discharge of the unit, and from the associated strainers to the fluid discharge point (excluding controls and controlled specialties, such as control valves, that are not considered part of the equipment package).

3.10.3 The awarded Contractor is expected to perform exactly those tasks applicable to each unit. For example, while all chillers require the contractor to verify refrigerant level, not all chillers require checks on oil level. The awarded Contractor shall fill out and sign a site visit report log whenever performing work on equipment.

3.10.4 Periodic preventative maintenance for Waterside equipment (chillers, cooling towers, boilers, pumps, and ancillary equipment) shall be addressed as part of every periodic maintenance cycle.

3.10.5 For all waterside equipment covered by this contract, the following periodic maintenance tasks shall be performed:

I. Verify the general condition and function of each unit;

II. Air cooled and water-cooled chillers:

- Disassemble and thoroughly clean associated strainers. Repair or replaced insulation against condensation and/or excessive energy loss;
- Lubricate motor bearings per manufacturers recommendations.
- Take sample of low pressure refrigerant compressor oil and furnish College with documentation of oil lab analysis. (September PM only)
- Verify general condition and function;
- Verify control panel function including all ancillary functions (such as logging, diagnostics, etc.) as applicable;
- Verify proper operation of all safety and protection mechanisms;

- Verify proper operation of flow switch;
- Adjust operating controls as necessary;
- Verify compressor oil levels;
- Verify that all monitors are functional and calibrated;
- Verify that all gages, readouts, and other state indicators are fully functional and calibrated;
- Verify proper refrigerant level;
- Verify proper oil level, condition, and operating temperature and pressure;
- Verify that oil filters are clean and free from obstruction;
- Verify proper operation of the lubrication system;
- Verify proper operation of the crankcase heater and thermostat calibration;
- Verify proper operation of the motor, motor starter, and all associated devices including relays and controls;
- Document motor voltage and current at full load;
- Verify proper operation of condenser fans;
- Verify that the condenser fan air path is clean and clear of debris.
- Furnish College with an operating log as well as documentation of chiller and chiller motor condition, deficiencies, and recommended actions required to correct deficiencies.

### III. Cooling towers:

- Clean the sump of all detritus and debris;
- Verify general condition and function;
- Verify sump integrity and freedom from leaks;
- Verify the integrity of the supporting structure;
- Verify motor's proper operation. Furnish the College with complete nameplate information, running volts, amps, and motor rpm's with unit at full operating speed.
- Verify that fans are free from mechanical defects and debris;
- Verify the function and working condition of associated shafts and bearings;
- Verify grease line connections and maintain a periodic lubrication schedule;
- Inform the College of excessive fan vibration;
- Verify the integrity of all sheaves. Sheaves with physical defects that may affect performance (including cracks, nicks, wear, and glazing) shall be documented and reported to the College.
- Verify alignment of sheaves to assure that belt runs are straight and true;
- Report damaged, worn, or broken belts, and verify proper tension;
- If changes other than belt replacement have been affected, verify fan operating speed before and after repairs. Furnish documentation to College for future reference.
- Verify proper operation of automatic level control system;
- Verify sump drains are clear of debris and are functioning properly;
- Inspect spray nozzles, fill material, and air inlet diffusers verifying that all are free from scale or other blockages;



- Note and report to College all deficiencies in associated piping, fittings insulation, and specialties.
- Furnish College with documentation of cooling tower condition, deficiencies, and recommendations to correct deficiencies.

#### IV. Boilers:

- Disassemble and thoroughly clean associated strainers as needed. Repair or replaced insulation against excessive energy loss.
- Verify general condition and function;
- Verify the integrity of all fuel lines, fuel line couplings, seals, and pumps;
- Verify control panel function including all ancillary functions (such as logging, diagnostics, etc.) as applicable;
- Verify proper operation of all safety and protection mechanisms (e.g., flame detection, low water shut off, etc.);
- Verify that all monitors are functional and calibrated;
- Verify that all gages, readouts, and other state indicators are functional and calibrated;
- Verify proper operation of the any motor, motor starter, and all associated devices including relays and controls;
- Inspect burners for signs of incomplete combustion and blocked or damaged ports. Take corrective action as necessary;
- Inspect and clean fuel filters. Provide replacement filters as needed;
- Verify proper operation of relief and blowdown valves;
- Document entering and leaving water temperatures under full load conditions;
- Furnish College with documentation of boiler condition, deficiencies, and recommendations to correct deficiencies.

#### V. Pumps:

- Verify general condition and function;
- Verify integrity of all connections and seals;
- Verify that all pump specialties (e.g., backflow preventers, strainers, etc.) are functioning properly;
- Disassemble and thoroughly clean associated strainers as needed;
- Report missing or damaged insulation;
- Verify proper alignment and functioning of shaft, bearings, and coupling;
- Verify that equipment isolators have sufficient range of motion in all planes, are secured properly, and have no visible defects;
- Verify that motor and pump mounts are properly secured;
- Report areas of damaged or missing insulation.

#### VI. Water treatment equipment: (Monthly)

- Provide water treatment service to all chilled water, condenser water, and hot water systems in order to maintain proper heat transfer surfaced conditions;
- Monitor and adjust chemical levels;

- Furnish the College with a condition report;

### 3.11 ANNUAL MAINTENANCE (MAJOR PM):

3.11.1 Annual inspection, maintenance, and repair as below shall occur according to the following schedule:

- All waterside equipment (chillers, cooling towers, boilers, pumps, and ancillary equipment) shall be serviced once a year during College scheduled winter closure in December.
- The annual maintenance visit and shutdown shall coincide with the December periodic maintenance visit. Annual responsibilities shall be performed in addition to the periodic maintenance responsibilities normally occurring in December. Off season access to heating or cooling equipment during normal business hours may be permitted at the College's discretion. All such work must be scheduled in advance with the College Maintenance Coordinator on each campus. Work involving significant shutdowns of major equipment shall be conducted only when the college is closed, and shall require prior approval of the College Maintenance Coordinator on campus.

3.11.2 As part of the annual maintenance the awarded Contractor shall justify deficiencies and the steps taken to correct them.

3.11.3 Contractor shall provide all required material to properly perform an annual inspection e.g., refrigerant oil, oil filters, oil filter gaskets, starter coolants, water box gaskets if required and refrigerant filter driers.

3.11.4 Annual Maintenance on waterside equipment covered by this contract, shall include the following tasks:

I. Verify the general condition and function of each unit;

II. Chillers:

- Document entering and leaving fluid flow rates;
- Document condenser and chilled water heat transfer;
- Verify the condition of sight glasses;
- Report damaged or missing insulation.

III. Refrigerant leak test:

- Perform a refrigerant leak test;
- Inspect equipment and associated piping for potential points of weakness or failure;

- Furnish College with documentation of test results including, if applicable, an accounting of the type and quantity of charge lost as well as a description of the measures taken to ensure the future integrity of the system.

#### IV. Oil system:

- Change low pressure refrigerant compressor oil per manufacturers recommendations based on lab results from oil sample taken in September.
- Change high pressure refrigerant compressor oil only as required by equipment manufacturer frequency or rate schedule or sooner if oil sample report dictates.
- Replace filter and dryer with new.
- Record oil level in seal oil bottle.
- Check for proper operation of oil return system.
- Verify the proper operation of the oil pump including motor function and seal integrity;
- Verify the proper operation of ancillary devices to the oil system including the cooler, strainer, and/or solenoid valve, as applicable;
- Verify that the dirt leg is clean and clear.

#### V. Motor:

- Document motor winding resistance;
- For open motors:
  - Lubricate motor bearings per manufacturers recommendation;
  - verify the proper functioning of drive package including sheave condition and alignment, as applicable,
  - Clean or replace contactors as required, retighten power wiring, and verify contactor operation,
  - Verify the integrity of coupling and seals,
  - Furnish College with documentation of motor condition, deficiencies, and actions taken to correct deficiencies.

#### VI. Motor starter:

- Tighten all power connections;
- Replace air filter, as applicable;
- Change solid state starter fluid;
- Inspect contacts for signs of wear or heat associated defects;
- Verify linkage function;
- Verify starter operation;

#### VII. Control Panel:

- Tighten all controls and power wiring terminals;
- Run diagnostic check of panel;
- Verify safety shut down sequence;
- Verify that all sensors and displays are functional and calibrated;

- Verify the proper operation of all relays, internal controls, interlocks, and internal safeties, including repair, replacement, and/or recalibration, as applicable;

VIII. Purge Unit:

- Change the filter dryer;
- Clean solenoid valves and verify their proper operation;
- Verify the proper operation of the purge system including all its subsidiary components;
- Verify that the liquid feed line is clean and clear of debris;
- Verify the proper operation of the float valve;
- Document pressure control set point;

IX. Condenser:

- Disassemble condenser head and inspect end sheets;
- Brush clean condenser water tubes using nylon bristle brushes only;
- Prior to any mechanical or chemical cleaning, inspect tube sheets and heat transfer tubes for signs of dirt, scale, or debris. A water treatment service technician shall be present at this inspection and shall furnish the College with a written report of tube condition;
- Verify proper operation of the flow switch;
- Inspect head gaskets and replace as needed;

X. Cooler:

- Verify flow and flow switch operation;
- Document refrigerant level;
- Furnish College with documentation of chiller condition, critical performance values, deficiencies, and actions taken to correct deficiencies.

XI. Cooling towers:

- Drain down unit;
- Check for visible scale, sludge, algae, or biological growth.
- Inspect basin, drift eliminators, fill media, nozzles, and fan blades.
  - Note any damage or wear before cleaning.
- Remove large debris (leaves, sticks, trash) from the basin, strainers and under fan shroud.
- Clean or pressure wash:
  - fan blades
  - Basin
  - Fill media
  - Algae
  - biological growth
  - Drift eliminators

- Use biocide/disinfectant per manufacturer's instructions when needed. Rinse and neutralize.
- Clean water sump;
- Clean hot deck;
- Clean spray nozzles and insure proper spray pattern;

#### XII. Boilers:

- The contractor shall be responsible for cleaning all heat transfer surfaces that become fouled from dirt, scale, or debris which restrict water flow or normal heat transfer as specified by the equipment manufacturer.
- Brush clean all fireside surfaces including water wall tubing, shell material, and drum surfaces within the firebox area;
- Brush clean the interior of each water tube;
- Clean and/or replace oil nozzles and filter.
- *Prior to any mechanical or chemical cleaning*, inspect tube sheets and heat transfer tubes for signs of dirt, scale, or debris. A water treatment service technician shall be present at this inspection and shall furnish the College with a written report of tube condition;
- Inspect the fireside surfaces of the equipment and report on conditions including, at minimum, any corrosion, blisters, pitting, erosion, surface irregularities, misalignment, and weld deterioration;
- Document all damage to refractory surfaces;
- Document all corrosion, blisters, pitting, erosion, surface irregularities or excessive scale build up within water tubes;
- Document all leakage. Remove and replace insulation as needed to assure a thorough examination.
- Document all warping, misalignment, or signs of overheating along the boiler casing;
- Verify the strength and alignment of the supporting structure;
- Verify that all linkages are moving freely.
- Furnish College with documentation of boiler condition, deficiencies, and actions taken to correct deficiencies.

#### XII. Pumps:

- Blow down strainer. Clean and examine strainer screen for damage and replace as necessary.
- Furnish the College with complete nameplate information, running volts, amps, and motor rpm's with unit at full operating speed.
- Furnish College with flow data at full working load.

- 3.12 CALL-OUT MAINTENANCE AND REPAIRS: The Contractor shall provide Call Out rate pricing per the Bid Pricing Form, Part 4 Appendix 2. The contractor shall provide timely, around-the-clock, 365 days a year availability for emergency service of equipment covered under this contract. The contractor's response time for any emergency call out shall be no greater than four (4) hours from the initial request for service.

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## PART 4: APPENDICES/PRICE SHEETS

### APPENDIX 1 – EQUIPMENT LISTS

**PALATKA LRC BUILDING (BLDG. L)**

TAG	LOCATION	DESCRIPTION	MAKE	MODEL	SERIAL #	MOTOR HP	MOTOR VOLTS	MOTOR PHASE	MOTOR FLA	BELT
Chiller 1	Outdoors	Chiller	York	YLA0101HE17XFBSDTX	11531C53570935	N/A	208	3	57.7/106.2	N/A
P-1	1ST FLR MECH	CHW PUMP	Marathon	213TTDBA6025AA	N/A	6	208	3	20/18.6	N/A
P-2	1ST FLR MECH	CHW PUMP	Marathon	213TTDBA4026AA	N/A	7.5	208	3	21.4/19.6	N/A
Boiler	1ST FLR MECH	Boiler	Weil-McLain	LGB9W Series 2	CP3936565	N/A	N/A	N/A	N/A	N/A
HW Pump	1ST FLR MECH	Boiler Pump	Marathon	7VM145TIDR4067AA	N/A	2	200	3	6.7	N/A

**PALATKA GYM BUILDING (BLDG. G)**

TAG	LOCATION	DESCRIPTION	MAKE	MODEL	SERIAL #	MOTOR HP	MOTOR VOLTS	MOTOR PHASE	MOTOR FLA	BELT
B-1	LOCKER BOILER RM	BOILER	WEIL-McCLANE	LGB	CP4331908	N/A	N/A	N/A	N/A	N/A
P-1	LOCKER BOILER RM	PUMP	NEMA	FC93	N/A	2	200	3	6.4	0

**PALATKA S & T BUILDINGS (BLDG. S & T)**

TAG	LOCATION	DESCRIPTION	MAKE	MODEL	SERIAL #	MOTOR HP	MOTOR VOLTS	MOTOR PHASE	MOTOR FLA	BELT
CH1	CHW Plant	Chiller	York	YLA0070SE17	2EWM006383	N/A	208	3	300	N/A
CH2	CHW Plant	Chiller	York	YLA0070SE17	2EWM006384	N/A	208	3	300	N/A
CHWP 1	CHW Plant	CHW Pump	WEG	01518ET3E254T	160E209	15	208	3	39.8-36	N/A
CHWP 2	CHW Plant	CHW Pump	WEG	01518ET3E254T	11723921	15	208	3	39.8-36	N/A
B-1	S- Boiler Room	Boiler	Lochinvar	FTX725N	2307132810634	N/A	N/A	N/A	N/A	N/A
B-2	S- Boiler Room	Boiler	Well-McLain	LGB-7	CP4264210	N/A	N/A	N/A	N/A	N/A
HHWP-1	S- Boiler Room	Boiler Pump	WEG	01718ET3E213T	1004683462	7.5	208	3	20.6-18.6	N/A
HHWP-2	S- Boiler Room	Boiler Pump	WEG	01718ET3E213T	1004683469	7.5	208	3	20.6-18.6	N/A

**PALATKA V VIKING CENTER (BLDG. V)**

TAG	LOCATION	DESCRIPTION	MAKE	MODEL	SERIAL #	MOTOR HP	MOTOR VOLTS	MOTOR PHASE	MOTOR FLA	BELT
Chiller	1ST Fir Mech.	Chiller	york	YCWLO056SE17XAASDT	2FTB001007	3	208	3	300	N/A
Pump-1	1ST Fir Mech.	CHW Pump	BELL & GOSSETT	182TTDB4026BR	N/A	3	208-230	3	8.8	N/A
Pump-2	1ST Fir Mech.	CHW Pump	BELL & GOSSETT	182TTDB4026BR	N/A	3	208-230	3	8.8	N/A
Tower	Outside	Cooling Tower	Evapco	ICT 4-76	8-335221	2	200	3	7.6	1
CW-1	Outside	CW Pump	WEG	00318ET3E182T-5	1104776777	3	230	3	7.62	N/A
Boiler	1ST Fir Mech.	Boiler	Weil-McLain	LGB	CP4331907	N/A	N/A	N/A	N/A	N/A
Boiler Pump	1ST Fir Mech.	Boiler Pump	Bell & Gossett	ZVE48T17D175B	903581	1/2-1/3	230	3	2.2	N/A

**ST. AUGUSTINE CHILLER PLANT (BLDG. M)**

TAG	LOCATION	DESCRIPTION	MAKE	MODEL	SERIAL #	MOTOR HP	MOTOR VOLTS	MOTOR PHASE	MOTOR FLA	BELT
CH1	Chiller Room	Chiller	York	YZ-MA041AN037P042NA5	5MMM-776730	N/A	460	3	272	N/A
CH2	Chiller Room	Chiller	York	YKCPQ6-EKH	5NKM-185600	N/A	460	3	354	N/A
P-C3	Chiller Room	CW Pump	Baldor	EJMM2513T	N/A	15	230/460	3	35.47/17.77	N/A
P-C4	Chiller Room	CW Pump	Baldor	EJMM2513T	N/A	15	230/460	3	36.4/18.2	N/A
P-P1	Chiller Room	CHW Pump	Weg	01512ET3284T-W22G	1092134888	15	460	3	17.9	N/A
P-P2	Chiller Room	CHW Pump	Weg	01512ET3284T-W22G	1092134887	15	460	3	17.9	N/A
P-P3	Chiller Room	CHW Pump	Baldor	EJMM2333T-6	N/A	15	230/460	3	36.2/18.1	N/A
P-P4	Chiller Room	CHW Pump	Baldor	EJMM2333T-6	N/A	15	230/460	3	36.2/18.1	N/A
Pump 1	Chiller Room	CHW Pump	Baldor	N/A	N/A	25	230/460	3	61/30.5	N/A
Pump 2	Chiller Room	CHW Pump	Baldor	EJMM2531T-6	C2207060447	25	230/460	3	60/30	N/A
Tower	Outdoors	Cooling tower	Evapco	USS-19-914	9-371818	30	460	3	36	B173
Tower	Outdoors	Cooling tower	Evapco	AT19-4M14	24P155598	30	460	3	35.1	5B-168
Boiler 1	H building mech.	Boiler	Lochivar	KBN400	3815102009175	N/A	230	3	N/A	N/A
Boiler 2	H building mech.	Boiler	Lochivar	KBN400	1549102302717	N/A	230	3	N/A	N/A
Boiler pump	H building mech.	Boiler pump	Baldor	EJMM3116T	N/A	1	230/460	3	2.8/1.4	N/A

**ORANGE PARK CHILLER PLANT (BLDG. E)**

TAG	LOCATION	DESCRIPTION	MAKE	MODEL	SERIAL #	MOTOR HP	MOTOR VOLTS	MOTOR PHASE	MOTOR FLA	BELT
CH1	Bldg. E	Chiller	York	YKGLP9-CTF	KOR-028	503	460	3	565	N/A
CH2	Bldg. E	Chiller	York	YK7KKP9-ETH	SDNM-902830	503	460	3	565	N/A
ACC1	Mechanical Yard	Air Cooled Chiller	LG	KCHH060HDGC	405KCVU0JZ19	?	460	3	?	N/A
ACC2	Mechanical Yard	Air Cooled Chiller	LG	KCHH060HDGC	406KCLH1GJ80	?	460	3	?	N/A
SCHWP-1	Bldg. M	CHW Pump	B&G	VSC6X8X13.5RHR	C041196-01F70	125	460	3	140	N/A
SCHWP-2	Bldg. M	CHW Pump	B&G	VSC6X8X13.5RHR	C041196-02F70	125	460	3	140	N/A
CH1 - CWP-1	Bldg. M	CHW Pump	B&G	1510BFE12.25\$G-S	C041193-01F70	40	460	3	50	N/A
CH1 - CWP-2	Bldg. M	CHW Pump	B&G	1510BFE12.25\$G-S	C041193-02F70	40	460	3	50	N/A
CH1 - CHWP-1	Bldg. M	CHW Pump	Baldor	1510BF\$375G30	C041195-01E70	40	460	3	50	N/A
CH2 - CHWP-2A	Bldg. M	CHW Pump	B&G	151BF	C152893-03G21	15	460	3	18.5	N/A
Tower	Mechanical Yard	Cooling tower	Evapco	USS-19-914	9-371818	30	460	3	36	B173
Tower	Mechanical Yard	Cooling tower	Evapco	AT19-4M14	24P155598	30	460	3	35.1	5B-168

**PART 4: APPENDICES/PRICE SHEETS**  
**APPENDIX 2 – BID PRICING FORM**

Bid award will be based on TOTAL BID AMOUNT, which includes the TOTAL INITIAL INSPECTION COST added to the TOTAL ANNUAL COSTS. In the event of a discrepancy, unit prices shall prevail. Bidders may be deemed nonr-responsive for incomplete Bid Pricing Forms.

Line	Item	Number of Units	Unit Price	Extended Price
1	Initial Inspection	1 each	\$ /EA	\$
	TOTAL INITIAL INSPECTION COST			\$
2	Water Treatment Service	12 months	\$ /MO	\$
3	Quarterly PM Service	3 quarters	\$ /QR	\$
4	Annual Maintenance Service and 4 <sup>th</sup> quarter PM Service (Annual responsibilities shall be performed in addition to the periodic maintenance responsibilities normally occurring in December)	1 each	\$ /EA	\$
	TOTAL ANNUAL COST			\$
	TOTAL BID AMOUNT			\$

**Call Out Rates**

(Must be completed to be deemed responsive)

Standard Rate/per hour \$ \_\_\_\_\_ /HR

Standard Overtime Rate/per hour \$ \_\_\_\_\_ /HR

Holiday Rate/per hour \$ \_\_\_\_\_ /HR

One-Time Trip Charge \$ \_\_\_\_\_

Material Mark Up Over Cost \_\_\_\_\_ %



**PART 5: ATTACHMENTS/REQUIRED FORMS**

- 5.1 BID COVER SHEET: All Bidder's must complete and include this form with their bid submittal.
- 5.2 STATEMENT OF NON-SUBMITTAL: If potential bidder does not intend to submit an offer on this ITB please complete and return only this form prior to the ITB due date. This information will be used to help in the preparation of future ITBs.
- 5.3 NON-DISCRIMINATION IN EMPLOYMENT POLICY FORM: In accordance with Federal, State and Local law, the submitting firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap. The submitting firm shall be required to comply with all aspects of the Americans with Disabilities Act (ADA) during the performance of the work, and further certifies that they are not on the Discriminatory Vendor List pursuant to Florida Statute 287.134.
- 5.4 USE OF COERCION FOR LABOR/SERVICES: Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06.
- 5.5 PUBLIC ENTITY CRIMES FORM: Vendors convicted of a public entity crime may not submit an ITB on a contract to provide any goods or services to a public entity, may not submit an ITB on a contract with a public entity for the construction or repair of a public building or public work, may not submit ITBs 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, as per State of Florida Statute 287.133 (2) (a). Bidders must acknowledge compliance with this statute and its intent.
- 5.6 CONFLICT OF INTEREST DISCLOSURE FORM: Award of this ITB is subject to Chapter 112 Florida Statutes concerning conflict of interest. All Bidders must disclose the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Bidders must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches or dealerships.

Any conflicts of interest, whether apparent or potential, shall be disclosed and submitted to the College for review and evaluation. It shall be at the College's sole discretion whether a conflict exists.

- 5.7 HOLD HARMLESS AND INDEMNIFICATION AGREEMENT: The vendor agrees to indemnify, defend and hold harmless SJR State College, its District Board of Trustees, its officers, employees, agents and other representatives, individually and collectively from and against

any and all claims, losses, etc. arising from injury to persons or damage to property as a result of an act or omission of the vendor. For our purposes, claims/liabilities shall mean, but are not limited to, any losses, damages (including loss of use), expenses, demands, claims, suits, proceedings, liabilities, judgments, deficiencies, assessments, actions, investigations, penalties, interest or obligations (including court costs, costs of preparation and investigation, reasonable attorneys', accountants' and other professional advisors' fees and associated expenses), whether suit is instituted or not and, if instituted, at all tribunal levels, incurred or suffered by the College. Indemnities or any of them arising directly or indirectly from, in connection with, or as a result of:

- a) any false or inaccurate representation or warranty made by or on behalf of the Contractor in or pursuant to this ITB and the Agreement;
- b) any disputes, actions, or other Liabilities arising with respect to, or in connection with, compliance by the College with any Public Records laws (as hereinafter defined) with respect to the Contractor's documents and materials;
- c) any dispute, actions, or other liabilities arising in connection with the Contractor, the Contractor's subcontractors, or their respective agents or employees or representatives otherwise sustained or incurred on or about the premises;
- d) any act or omission of, or default or breach in the performance of any of the covenants or agreements made by the Contractor in or pursuant to this ITB or the Contract executed in connection with this ITB; and
- e) any services provided by the Contractor, its employees, agents, or authorized representatives in connection with the performance of the Contract executed for this ITB. This indemnification shall survive termination of the ITB and the contract, if any, executed in connection with the ITB. The Contractor must acknowledge acceptance of the entire Indemnification Agreement.

**5.8 DISPUTE DISCLOSURE:** The Bidder must indicate if there are any:

- a) Suits or proceedings pending, or to the knowledge of the Bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the Bidder or the employees to be used in providing the services, which, if adversely determined, will have a material adverse effect on the ability of the bidder or any of its employees to perform their obligations as stated in their response.
- b) The Bidder is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default, or violation may reasonably be expected to have a material adverse effect on the financial condition of the Bidder. If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

**5.9 DRUG-FREE WORKPLACE CERTIFICATION:** Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process.

- 5.10 REFERENCES: Provide a list of clients, preferably public or governmental organizations, for which you have provided a similar service. List should include reference name, address, telephone number, contact person, and a description of the service provided. In addition, the College reserves the right to contact current or former clients of the bidder not provided as part of the bid. Please provide a minimum of three references.
- 5.11 INSURANCE REQUIREMENTS AND FORMS: The firm shall obtain, maintain, and pay for insurance in the categories listed in the insurance schedule during the term of any contract or agreement resulting from this ITB. The insurance coverage in each category shall meet or exceed the minimum limits set forth in the insurance schedule. The insurance shall cover the Firm's entire operations under the agreement with the College and shall be effective throughout the effective period of this agreement or any subsequent agreements associated with this ITB. It is not the intent of this schedule to limit the types of insurance otherwise required by this Agreement or that the Firm may desire to obtain.

The Contractor's comprehensive general liability policy shall include contractual liability on a blanket or specific basis to cover the indemnification contained within. It shall also name St. Johns River State College as an additional insured for liability arising out of operations performed for St. Johns River State College. Such insurance shall be written by a company or companies approved to do business in the State of Florida and have a Best Rating of A or better. The insurance shall provide that no material alteration or cancellation, including expiration and non-renewal, shall be effective until thirty (30) days after receipt of written notice by St. Johns River State College, Attn: Dee Westney, 5001 St. Johns Avenue, Palatka, Florida 32177-3897, DeeWestney@sjrstate.edu. The Contractor shall provide a Certificate of Insurance reflecting coverage with SJR State named as additional insured with the minimum limits below:

Minimum Insurance Requirements Schedule (\*All Policies should be Occurrence Form Only)

Policy:	Workers Compensation
Coverage:	WC Statutory Limits
	Employers Liability - \$500,000 Each Accident
	\$500,000 Disease – Each Employee
	\$500,000 Disease – Policy Limit

Policy:	Comprehensive General Liability Insurance:
Coverage:	\$1,000,000 Each Occurrence
	\$ 100,000 Fire Damage (Any One Fire)
	\$ 10,000 Medical Payments (Any One Person)
	\$1,000,000 Personal and Advertising Injury
	\$2,000,000 General Aggregate – Per person/Per Project
	\$2,000,000 Products – Comp/OP Aggregate

Policy:	Automobile Liability
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Coverage: \$1,000,000 Combined Single Limit

All insurance policies will include a Waiver of Subrogation Clause that clearly states that the insurer paying any claim arising by reason of any operations under the agreement will not seek reimbursement from St. Johns River State College.

Bidders shall attach to their submittal a copy of their insurance certificate showing at least the minimum requirements as set forth in this ITB to show their ability to obtain the minimum required insurance.

The awarded Bidder shall be required to submit a certificate of insurance with at least the minimum requirements as set forth in this ITB, showing the College as additional insured, within seven (7) business days after Notice of Award.

- 5.12 LICENSES/PERMITS/CERTIFICATIONS: Bidders shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the Contract. Payment of any fees or fines resulting in the lack of permits, licenses or certifications shall be the sole responsibility of the Bidder.

Bidder will submit a copy of their license to do business in the State of Florida and any other applicable license as it relates to the ITB or is required under "Scope of Services/Specifications."

- 5.13 ADDENDA: Bidders should confirm receipt of any and all Addenda to ensure the bid submitted conforms to any and all changes made via an official Addendum posted by the College. It is the Bidder's responsibility to check for any and all Addenda issued by the College, posted on the College's website (<https://www.sjrstate.edu/purchasingdept>) and on <https://network.demandstar.com/>.
- 5.14 Failure to complete, sign and submit the required forms may result in the submittal being deemed "Non Responsive".

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**ATTACHMENT 5.1  
BID COVER SHEET**

LEGAL NAME OF COMPANY: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

COMPANY REPRESENTATIVE: \_\_\_\_\_

(Print)

REPRESENTATIVE SIGNATURE: \_\_\_\_\_

(Sign)

TITLE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

The Bidder by signing this sheet and submitting an ITB certifies that he/she has “not” divulged to, discussed or compared his/her bid with any other Bidders and has not colluded with any other Bidders or parties to an ITB whatsoever.



**ST. JOHNS  
RIVER**  
STATE COLLEGE

**ATTACHMENT 5.2**  
**STATEMENT OF NON-SUBMITTAL**

WE, the undersigned, have declined to bid on the above-referenced Invitation to Bid for the following reason(s):

Please check all that apply:

- ☐ Scope of Work or Terms and Conditions are too “restrictive” (Please explain below)
- ☐ Unable to meet requirements
- ☐ Invitation to Bid was unclear (Please explain below)
- ☐ Insufficient time to respond
- ☐ We do not offer this service/product
- ☐ Our schedule would not permit us to perform
- ☐ Other (Please explain below)
- ☐ Please remove our company from future opportunities

Comments: \_\_\_\_\_

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Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

**ATTACHMENT 5.3**  
**NON-DISCRIMINATION IN EMPLOYMENT POLICY FORM**

The undersigned assures that it shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States shall, on the ground of race, color, or national origin.
- B. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap.
- C. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), which prohibits discrimination on the basis of sex.
- D. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age.
- E. Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- F. The Americans with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

The Vendor certifies that it will comply with the nondiscrimination regulations, guidelines, and standards as they are now, or may be lawfully adopted under the above statutes.

Company: \_\_\_\_\_

Authorized Signature of Bidder: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 5.4**  
**USE OF COERCION FOR LABOR/SERVICES**

**Affidavit Regarding Use of Coercion for Labor/Services**

Section 787.06(13), Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06.

As the person authorized to sign on behalf of the Contractor, I certify that the Contractor identified on this form DOES NOT engage in the following:

- Using or threatening to use physical force against any person
- Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will
- Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined
- Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person
- Causing or threatening to cause financial harm to any person
- Enticing or luring any person by fraud or deceit
- Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person

**Under penalties of perjury, I declare that I have read the foregoing document and the facts stated are true.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_



**ATTACHMENT 5.5**  
**PUBLIC ENTITY CRIMES FORM**

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal number: ITB-SJR-05-2025. This sworn statement is submitted to SJR STATE College.
2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.
4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND

**(Please indicate which additional statement applies.)**

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearing. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of : \_\_\_\_\_

Personally Appeared before Me, the undersigned authority, who, after being first duly sworn by me affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Seal

**ATTACHMENT 5.6**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

Project Number/Description: **ITB-SJR-05-2025/ HVAC Equipment Services**

The term "Conflict of Interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting, a Contractor's/Consultant's professional judgement in completing work for the benefit of St Johns River State College.

It is expressly understood that any apparent or actual conflicts shall be disclosed on this form, as described herein. All Bidders must disclose the name of any officer, director, or agent who is also an employee of St. Johns River State College. All Bidders must disclose the name of any College employee or Trustee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches or dealerships.

Failure to do so may result in disqualification from evaluation or termination from work on this project.

Please check the appropriate statement:

\_\_\_\_\_ I hereby attest that the undersigned Bidder has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

\_\_\_\_\_ The undersigned Bidder, as noted below, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Legal Name of Bidder: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name/Title)

**ATTACHMENT 5.7**  
**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

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

1. This agreement is submitted with Bid, Proposal or Contract No. ITB-SJR-05-2025 is submitted to St. Johns River State College.
2. This sworn statement is submitted by \_\_\_\_\_ (entity name) whose business address is \_\_\_\_\_ and (if applicable) its Federal Employer Identification Number - FEIN is \_\_\_\_\_.
3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

The indemnitee assumes an unqualified obligation to hold SJR State College harmless for all liability associated with the subject matter of the agreement, regardless of which party was actually at fault (even if the damage, injury, or claim is due to the sole negligence of SJR State College).

To the fullest extent permitted by law, Consultant, contractor, lessee, or vendor will indemnify and hold SJR State College harmless from all claims arising from or in connection with (i) the conduct or management of the Premises or of any business therein, or any work or thing whatsoever done, or any condition created in or about the Premises during the Term; (ii) any act, omission, or negligence of consultant, contractor, lessee, or vendor or any of consultant's, contractor's, lessee's, or vendor's subtenants or licensees or the partners, directors, officers, agents, employees, invitees, or contractors; (iii) any accident, injury, or damage whatsoever occurring in or at the Premises. Consultant, contractor, lessee, or vendor hereby expressly indemnifies SJR State College for the consequences of any negligent act or omission of SJR State College and its Board of Trustees, officers, employees, agents, and volunteers, unless such act or omission constitutes gross negligence or intentional misconduct.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

County of: \_\_\_\_\_ State of \_\_\_\_\_

Personally appeared before me, the undersigned authority, who after being first duly sworn by me affixed his/her signature in the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public Signature

Notary Public Seal

**ATTACHMENT 5.8  
DISPUTE DISCLOSURE**

The Bidder must indicate if there are any:

- A. Suits or proceedings pending, or to the knowledge of the Bidder, threatened in any court or before any regulatory commission or other administrative governmental agency against or affecting the bidder or its employees to be used in providing the Services, which, if adversely determined, will have a material adverse effect on the ability of the Bidder or any of its employees to perform their obligations as stated in their response.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults. Pending Litigation: (please attach additional documentation if needed)

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- B. The Bidder is not in default under any instrument or agreement to which it is a party or by which it or any of its properties or assets may be bound, or in violation of any applicable laws, which default, or violation may reasonably be expected to have a material adverse effect on the financial condition of the bidder.

If there are no issues in these areas, please respond that there are no pending or threatened suits or defaults.

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Signature

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Title

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Printed Name

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Date

**ATTACHMENT 5.9**  
**DRUG-FREE WORKPLACE CERTIFICATION**

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, pursuant to Section 287.087, Florida Statutes, a bid received from a business that certifies that it has implemented a Drug-Free Work Place Program shall be given preference in the award process. If all or none of the tied bidders/vendors have a Drug-Free Work Place Program, the award of an identical tie bid shall be decided on the flip of a coin.

In order to have a Drug-Free Work Place Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a Drug-Free Work Place, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place 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.

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Signature

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Title

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Printed Name

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Date

**ATTACHMENT 5.10  
REFERENCES****Reference 1:**

Name of Business or Public Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Phone Number &amp; e-mail: \_\_\_\_\_

Date of Services performed: \_\_\_\_\_

**Reference 2:**

Name of Business or Public Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Phone Number &amp; e-mail: \_\_\_\_\_

Date of Services performed: \_\_\_\_\_

**Reference 3:**

Name of Business or Public Entity: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person's Name: \_\_\_\_\_

Contact Person's Phone Number &amp; e-mail: \_\_\_\_\_

Date of Services performed: \_\_\_\_\_

**ATTACHMENT 5.11  
INSURANCE**

Please attach a copy of the Bidder's Certificate of Insurance, showing at least the minimum insurance requirements as outlined in 5.11 are met.

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**ATTACHMENT 5.12  
LICENSES/PERMITS/CERTIFICATIONS**

In the spaces below, each Bidder shall list all current licenses, permits, and/or certifications held relative to the required services as provided herein. Each Bidder shall attach a copy of each current license, permit and/or certification listed below to his/her bid.

License Name	License Number	Issuing Agency	Expiration Date

**ATTACHMENT 5.13  
ADDENDA**

During the preparation of the ITB, the following Addenda, if any, were received:

Addendum #: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum #: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum #: \_\_\_\_\_ Date Received: \_\_\_\_\_

Addendum #: \_\_\_\_\_ Date Received: \_\_\_\_\_

Please Note: It is the Bidder's responsibility to check for any and all Addenda issued by the College, posted on the College's website (<https://www.sjstate.edu/purchasingdept>) and on <https://network.demandstar.com/>. If a Bidder fails to acknowledge receipt of all Addenda on this form the Bidder may be deemed non-responsive.

THIS SECTION INTENTIONALLY LEFT BLANK