

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA		INVITATION FOR BID	
SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>		Bidder Acknowledgement and Acceptance Form	
BID TITLE: HARD FLOOR CLEANING SERVICES – ANNUAL CONTRACT		BID NO. 19-24	
DELIVERY F.O.B. DESTINATION: All designated District schools, centers and support facilities.		ISSUE DATE: February 20, 2019 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844) 269-9018	
BID DUE DATE AND TIME: March 08, 2019 at 3:00 p.m. (EST) A non-mandatory pre-bid meeting is N/A .		BID OPENING: Purchasing Department	

The undersigned ("Bidder") hereby submits the following offer and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Invitation For Bid ("IFB"), inclusive of the contents of any Addenda hereto. Bidder agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this IFB. Further, Bidder attests that it has not divulged, discussed, or compared this offer with any other Bidder and has not colluded with any other Bidder in the preparation of this offer in order to gain an unfair advantage in the award of the pending contract. Finally, Bidder acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

BIDDER NAME:

SIGNATURE OF OWNER OR
AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER MAILING ADDRESS:

AREA CODE/PHONE #:

FAX #:

BIDDER EMAIL ADDRESS:

BIDDER WEB ADDRESS:

DATE:

EIN/FEDERAL TAX ID#:

PURCHASING CARDS:

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. Bidder, by submitting a Bid, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this IFB using the purchasing card.

NO BID THE PROSPECTIVE BIDDER HEREBY SUBMITS A "NO BID" FOR THE REASON(S) NOTED BELOW:

- | | |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the IFB | <input type="checkbox"/> 4. Our production/service schedule will not permit a response |
| <input type="checkbox"/> 2. Could not meet the specifications | <input type="checkbox"/> 5. Remove our name from this bid list only |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____ |

FAX THIS "NO BID" FORM TO (844) 269-9018. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN BIDDER'S REMOVAL FROM SBAC'S ACTIVE BIDDERS LIST.

SERVICES: If the services described in this IFB are customarily provided by SBAC or which SBAC is in the business of performing, and, instead, Bidder will provide these services, then the paragraph listed below (ref. Attachment A, General Conditions, Instructions to Bidders) will be checked.

☐ Paragraph 64

USE OF FEDERAL FUNDS: If SBAC intends to utilize Federal funds to make purchases using the contract formed as a result of this IFB, then one or more of the paragraphs listed below (ref. Attachment A, General Conditions, Instructions to Bidders) will be checked. Paragraphs not checked below do not apply to this IFB.

☐ Paragraph 66 ☐ Paragraph 67 ☐ Paragraph 68 ☐ Paragraph 69 ☐ Paragraph 70 ☐ Paragraph 71 ☐ Paragraph 72 ☐ Paragraph 73

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT WWW.SBAC.EDU. THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT BID OPPORTUNITES AND INFORMATION ON AWARDED CONTRACTS.

Bidder's sealed Bid must be received in the Purchasing Department on or before the date and time specified above. If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), address Bid to:

School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601
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If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of District Office at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.

Bids received after the specified date and time are late and will not be considered for award. Late Bids will be returned unopened to the Bidder. The responsibility for delivering Bids to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Bidder. Bids delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what time a Bid is received.

At this time a public opening of Bids received will be held. At a regularly scheduled meeting of the Board, the Bids as so opened, tabulated and evaluated as prescribed, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Bid accepted or contract awarded shall be to the low responsive and responsible Bidder meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this IFB.

Bid Package: Mark in lower left-hand corner of the envelope containing your Bid, **"IFB #19-24, HARD FLOOR CLEANING SERVICES", TO BE OPENED AT 3:00 P.M., MARCH 08, 2019.** Mark your company name and address on upper left-hand corner of the envelope. Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the School Board of Alachua County is tax exempt.

This IFB, including the General Conditions, Instructions to Bidders–Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Bidder's offer and by reference are made a part thereof:

- ☒ BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- ☒ SUBMITTALS CHECKLIST FORM
- ☒ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- ☒ JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
- ☒ SMALL/MINORITY BUSINESS ENTERPRISE FORM
- ☒ INSURANCE CERTIFICATION FORM
- ☒ ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ☒ ATTACHMENT B - GENERAL/TECHNICAL SPECIFICATIONS
- ☒ ATTACHMENT C - FORM OF PROPOSAL AND BIDDER QUESTIONNAIRE
- ☒ ATTACHMENT D – FACILITY SERVICE SITE
- ☒ APPENDIX A – "WORK PROPOSAL" FORM
- ☒ APPENDIX B – HARD FLOOR CARE CHEMICALS

SUBMITTALS CHECKLIST

This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall ☒ each box in the “Verified” column to indicate that the item is included in its Bid. Bidder shall then include the completed checklist in its Bid.

Bidder shall submit one (1) original copy of Bid response only in the following order as indicated below. It is not necessary to return a copy of issued Bid in its entirety.

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Debarment Form	5
<input type="checkbox"/>	Jessica Lunsford Act Form	6
<input type="checkbox"/>	Small/Minority Business Enterprise Form	7
<input type="checkbox"/>	Insurance Certification Form	9
<input type="checkbox"/>	Attachment C – Form of Proposal	29
<input type="checkbox"/>	Questionnaire	30-31
<input type="checkbox"/>	References	32-33
<input type="checkbox"/>		
<input type="checkbox"/>		

REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (www.sbac.edu)

FAILURE TO SUBMIT ALL INFORMATION AS REQUESTED WITH BID RESPONSE MAY CAUSE BID TO BE DECLARED NON-RESPONSIVE.

This form is ☐ applicable to this IFB and **shall** be included in Bidder's Bid (Please reference Attachment A, Item 63 below).

This form is ☒ not applicable to this IFB and **shall not** be included in Bidder's Bid.

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM

(To be completed by each Bidder or Bid will be deemed Non-Responsive)

Name of Bidder: _____

Identify the state in which the Bidder has its principal place of business: _____

INSTRUCTIONS: IF your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your Bid. No further action is required.

IF your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your Bid.

NOTICE: Section 287.084(2), Florida Statutes, provides that "A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

(To be completed by the Attorney of the Out of State Vendor, Please Select One)

☐ The Bidder's principal place of business is in the State of _____, and it is my legal opinion that the laws of this state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in this state.

☐ The Bidder's principal place of business is in the State of _____, and it is my legal opinion that the laws of this state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this state: **[Attach a document describing the applicable preference(s) and identifying the applicable state law(s)].**

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

(To be completed by the Attorney of the Out of State Vendor, Please Select One)

☐ The Bidder's principal place of business is in the political subdivision of _____, and it is my legal opinion that the laws of this political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal place of business are in this political subdivision.

☐ The bidder's principal place of business is in the political subdivision of _____, and it is my legal opinion that the laws of this political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in this political subdivision: **[Attach a document describing the applicable preference(s) and identifying the applicable authority granting the preference(s)].**

Signature of out-of-state bidder's attorney: _____

Printed name of out-of-state bidder's attorney: _____

Address of out-of-state bidder's attorney: _____

Telephone Number of out-of-state bidder's attorney: (____) ____ - _____

Email address of out-of-state bidder's attorney: _____

Attorney's state of bar admission and bar/license #: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

Instructions for Certification

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME IFB #19-24, Hard Floor Cleaning Services
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE DATE	

JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM

The School Board is required to conduct background screening of Bidders (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to www.sbac.edu for finger printing and Level 2 screening procedures). Background screening includes submission of Bidder's fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Bidder.

- A. If Bidder's performance either **is** anticipated to result in direct contact with students, or will give Bidder access to or control of school funds, then the screening standard is that Bidder may not have been convicted of a crime involving moral turpitude. The School Board has defined "crimes involving moral turpitude" to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Bidder's performance **is not** anticipated to result in direct contact with students, then the screening standard is that Bidder may not have been convicted of any of the following offenses: Any offense listed in s. [943.0435](#)(1)(a)1., relating to the registration of an individual as a sexual offender; Section [393.135](#), relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section [394.4593](#), relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section [775.30](#), relating to terrorism; Section [782.04](#), relating to murder; Section [787.01](#), relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section [826.04](#), relating to incest; Section [827.03](#), relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Exemptions from fingerprint based background screening: If Bidder's work is non-instructional in nature, then Bidder may be exempt from the background screening requirements above if Bidder meets one of the following criteria: **1)** Bidder is under the direct supervision of a School Board employee or contractor or one or more Bidder employees who have had a criminal history check and meet the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Bidder employees is physically present with Bidder when Bidder has access to a student and the access remains in the School Board employee's or the contractor's or one or more Bidder employees' line of sight; **2)** Bidder is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Bidder submits evidence of meeting the following criteria: a) Bidder meets the screening standards in s. 435.04, b) Bidder's license or certificate is active and in good standing, if Bidder is a licensee or certificate-holder, c) Bidder has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; **3)** Bidder is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Bidder's employer; **4)** Bidder is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; **5)** Bidder remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; **6)** Bidder provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if Bidder is an exempt as defined above, Bidder will be subject to a search of Bidder's name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

Certification

By submitting a Bid in response to this IFB, Bidder swears and affirms under penalty of perjury that all of its employees, agents, and sub-contractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida. Failure to comply with this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Bidder agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Bidder's failure to comply with this form, the Jessica Lunsford Act, SBAC's fingerprinting procedures, and the laws of the State of Florida.

NAME OF BIDDER	BID # AND TITLE
	IFB 19-24, Hard Floor Cleaning Services
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable¹, Bidder represents that it is either a

☐ Small Business Enterprise, as defined in FS 288.703(1),

or a

☐ Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

☐ State of Florida, Department of Management Services, Office of Supplier Diversity

☐ City of Gainesville Florida Small Business Procurement Program

☐ Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this IFB to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation (see above)</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF BIDDER	BID # AND TITLE
	IFB #19-24, Hard Floor Cleaning Services
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

¹ If Bidder is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this IFB to a S/MBE, then Bidder shall not execute this form.

COMMON CARRIER INSURANCE WAIVER REQUEST FORM

This waiver is ☐ applicable to the IFB. This waiver is ☒ not applicable to the IFB.

Bidder certifies that it will provide the commodities or products described herein in accordance with Attachment A, Item 53, and requests a waiver of the insurance requirements contained in the Insurance Certification Form.

If, at any time during the term of the contract and any renewal period, the conditions under which the waiver was granted change, Bidder shall immediately notify SBAC and submit proof of insurance in accordance with the Insurance Certification Form. Failure to provide timely notice or insurance as required herein shall constitute a breach of contract.

If Bidder requests a waiver from the insurance requirements stated herein, then the Insurance Certification Form shall not be included in Bidder's Bid.

NAME OF BIDDER	BID # AND TITLE
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSURANCE CERTIFICATION FORM

This form ☒ is applicable ☐ is not applicable to the IFB.

Bidder shall, at Bidder's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Bidder:

Applicable ☒ Not Applicable ☐

Workers Compensation – Coverage A

- **Statutory**
- **An exemption certificate from the State will be required if Bidder claims exemption from Workers Compensation Insurance**

Comprehensive General Liability

- **\$1,000,000 Each Occurrence**
- **\$1,000,000 Per Project Aggregate**
- **\$1,000,000 Products and Completed Operations Aggregate**
- **Premises Operations**
- **Blanket Contractual Liability**
- **Personal Injury Liability**
- **Expanded Definition of Property Damage**

Comprehensive Automobile Liability (Combined Single Limit)

- **\$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒

Professional Liability Insurance - \$1,000,000 Each Occurrence

Applicable ☐ Not Applicable ☒

Pollution Liability Insurance - \$1,000,000 Each Occurrence

Applicable ☐ Not Applicable ☒

Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Bidder shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: *"Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC."* **Bidder is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted.** Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Bidder's obligation to fulfill the insurance requirements herein.

By signing this form, Bidder warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Bidder. If selected for contract award, Bidder shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail or express delivery to: 620 East University Avenue, Gainesville Florida, 32601; by hand to: Purchasing Department located on second floor (Room 02-212) of Kirby Smith Administration Building at above address; by facsimile transmission to: 844.269.9018).

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Inquiries regarding Bidder's insurance coverage and certificates should be addressed to:

Printed Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

ATTACHMENT A

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

1. DEFINITIONS:

Invitation for Bids (IFB)-a formal request to prospective vendors soliciting bids, which contains the specifications or scope of services and all contractual terms and conditions.

Bid-an offer submitted by a prospective vendor in response to an invitation for bid (IFB).

Offer-a response to an IFB that, if accepted, would bind the vendor making the offer to perform the resulting Contract.

Bidder- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Bid in response to an IFB.

Responsive Bidder-a vendor who has submitted a Bid that conforms in all material respects to the requirements stated in the IFB.

Responsible Bidder-a Bidder who has the capability in all respects to perform fully the Contract requirements, and the experience, integrity, reliability, capacity, facilities, equipment, and credit that will assure good faith performance.

Lowest Responsible Bidder-the Bidder that submitted a responsive Bid at the lowest price of all the responsive Bids submitted, and whose past performance and financial capability is deemed acceptable.

Alternate Bid-a sealed Bid that intentionally deviates from the IFB specifications and is submitted by a Bidder for consideration by SBAC (see below).

Contract-The submission of a Bid constitutes an offer by the Bidder. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or services pursuant to the IFB. The Bidder's offer, the IFB document, and the corresponding purchase order(s) constitute the complete agreement between the successful Bidder and SBAC. Unless otherwise stipulated in the IFB documents, no other contract documents shall be issued or accepted.

2. ORDER OF PRECEDENCE: In the event of any inconsistency between Attachment A and the other documents that together comprise this IFB, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

3. GENERAL BIDDERS INFORMATION: Interested Bidders are advised that SBAC will not, unless specified elsewhere in the IFB document, consider Bids that contain an escalation clause, nor may a successful Bidder seek an increase in price of the items awarded to them under this Bid.

It is understood that normal Bid processing time will be 30 - 60 days after the Bid opening date and that Bid prices will be firm through Bid processing time and delivery of items awarded via Purchase Order.

SBAC reserves the right in its sole discretion to waive any irregularities or minor technicalities in Bids received, reject any or all Bids, accept any part thereof, award to other than the low Bidder, award in the best interest of the SBAC, or cancel the IFB at its discretion.

A signed Bid shall be considered an Offer on the part of the Bidder, which Offer shall be deemed accepted upon approval by SBAC. In the event of a default by the Bidder after such acceptance, SBAC may take such action as it deems appropriate including legal action for damages or specific performance.

The successful Bidder shall give first priority to SBAC in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by SBAC.

4. **BID OPENING:** Shall be public at the time and date specified elsewhere in this IFB. It is the Bidder's responsibility to ensure that the Bid is delivered at the proper time and place. Bids received after the date and time specified in the IFB will be returned to the Bidder unopened. Bids received by telephone, telegraph or facsimile transmission will be considered non-responsive.

5. **AWARD:** SBAC will award a Contract to the lowest responsive and responsible Bidder.

SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 62 below.

6. **WORK CONDITIONS/IFB EXAMINATION:** Bidders shall become familiar with any work conditions that may, in any manner, affect the work to be performed under the Contract and shall thoroughly examine and be familiar with the IFB requirements. The failure or omission of any Bidder to become familiar with local work conditions or to examine the IFB shall in no way relieve it of its obligations with respect to the IFB or the subsequent Contract.

7. **SILENCE OF THE SPECIFICATIONS:** The apparent silence of the IFB specifications as to any detail, or the omission from the specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the specifications shall be made on the basis of this statement.

8. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Bid shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this IFB, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this IFB are applicable and in full force and effect. The Bidder's authorized signature appearing elsewhere in the IFB attests to this.

9. **MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS:** Unless expressly stated otherwise in the IFB, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the IFB, Bidders may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" Bids, Bidders shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Bidders shall submit with their Bids detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Bidder's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

This responsibility does not rest with SBAC. SBAC reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Bids that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award. If a Bidder fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s).

SBAC reserves the right to request from Bidders separate manufacturer certification of all statements made in the Bids.

10. TIE BIDS: shall be resolved in accordance with Board Policy 6320, section titled "Identical Low Bids."
11. FORM: Bids must be typed or printed in ink on the form contained in or prescribed by the IFB and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
12. COMMUNICATION WITH SBAC EMPLOYEES: Prior to the IFB due date and during evaluation of Bids by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the IFB and the contents therein is prohibited, and shall constitute good cause for disqualifying a Bidder. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the IFB in writing.
13. CONFLICT OF INTEREST: Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of SBAC. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.
14. LOBBYING: BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER BID ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.

VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE BIDDER.
15. COLLUSION: The Bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.
16. INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA: No interpretation of the meaning of the IFB documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. To be enforceable, all requests for interpretation, correction, or clarification of the IFB documents shall be made by Bidders no later than 72 hours (weekends, holidays not included) prior to the IFB due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the IFB due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the IFB documents. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the IFB documents. Bidders should address any questions regarding this Bid to SBAC Purchasing Department, at A/C 352-955-7582.

It is the responsibility of the Bidder to frequently check the SBAC Purchasing website at www.sbac.edu/~purchase/bidop.htm to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.
17. LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.
18. BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.
19. BID WITHDRAWAL, CORRECTION: Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.

A request for Bid withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Bidder desiring to withdraw the Bid. A verbal request to withdraw a Bid will not be accepted. A Bid withdrawal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.

A potential Bidder desiring to correct or amend its Bid must do so by replacing the Bid package currently in the Purchasing Department's possession with a new Bid package, which must meet the requirements of the IFB and be properly sealed and identified in order to be considered for award. An amended or corrected Bid package must be accompanied by a letter requesting that it be substituted for the Bid currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Bidder desiring to correct or amend its Bid. Such a request must be received in sufficient time for the substitution to be made.
20. ONE PRICE ONLY: Bidders shall submit only one price for each product or service listed. If multiple prices are proposed for any single product or service, the Bid will be rejected for that item only.
21. ALTERNATE BID: shall be clearly identified as such on the outside of the Bid package by using the term "ALTERNATE BID" (see page two for additional packaging instructions). If an Alternate Bid is accepted, SBAC will cancel the current procurement and develop a new IFB using as the basis for its specifications the product and/or services contained in the Alternate Bid. Sole source Alternate Bids will typically not be considered by SBAC.
22. BUDGETARY LIMITATIONS: SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations. SBAC also reserves the right to issue Purchase Orders on Bid prices for delivery through the effective date of the Bid.
23. QUANTITY ESTIMATES: Quantities shown are estimated amounts only and are presented to assist Bidders in the development of their Bids. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the IFB, minimum cost or quantity order requirements are not allowed. Bids received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items Bid that are responsive in accordance with the requirements of the IFB.
24. SAMPLES: If required, samples submitted by the Bidder, unless elsewhere indicated in this IFB, shall become the property of the SBAC. Samples shall be provided at no cost to the SBAC. Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the IFB number, IFB title, and the IFB opening date and time.

Unless otherwise specified, all samples must be submitted to the Purchasing Department.

25. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the IFB, all specified products contained in each Bid shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the IFB, will not be considered. Any Bidder proposing such items will be deemed non-responsive.
- At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Bidder shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products.
- In accordance with the IFB, Bidder shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Bidder) for reasons attributable to Bidder, Bidder shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall reperform the defective services at no cost to SBAC.
26. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
27. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful Bidder(s), purchases may be made under this Bid by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.
28. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if a Bidder currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this Bid, the Bidder shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Bids and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.
- SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Bid received as a result of the IFB, if it is in its best interests to do so.
29. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the IFB, unsatisfactory performance by a Bidder on previous Contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.
30. **BIDDER REPRESENTATIONS AND QUALIFICATIONS:** Bidder warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the IFB. By submitting a signed Bid, Bidder acknowledges that SBAC is relying on the representations and warranties made by the Bidder.
31. **DISPUTE:** With respect to a protest of the specifications contained in an IFB, the notice of protest shall be filed in writing within seventy-two (72) hours after posting of the IFB on the Purchasing Department's Bid Opportunities web page, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.
- Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Bidder who disputes the Contract award recommendation of any Bid shall file a notice of protest in writing within seventy-two (72) hours of the Bid tabulation posting and submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.
- The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid. Any notice of protest or formal written protest of the specifications or contract award recommendation shall be filed with the Purchasing Agent.
32. **BID TABULATIONS:** Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page and will also be available for review in the Purchasing Department.
33. **NOTIFICATION OF AWARD:** Unsuccessful Bidders will not receive notification of award. Bid tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.
34. **DELIVERY:** Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services.
- Time is of the essence. Delivery and/or service completion dates contained in the IFB, or proposed by the successful Bidder and accepted by SBAC, shall be firm. The Purchasing Department must approve in writing any deviation from the Contracted delivery and/or service completion dates. Failure to complete the Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Bidder from doing business with SBAC.
35. **TAX EXEMPTIONS:** SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192. Tax exemption certificates.
36. **SAFETY STANDARDS:** At a minimum, Bidder warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.
- Bidder will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Bidder may be disbarred from participating in any IFB, Request for Quotation, and other purchases of goods and services made by SBAC for a period of 12 months.
37. **MATERIAL SAFETY DATA SHEETS:** Any items Bid that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.

38. **INSPECTIONS:** All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the IFB will be returned and/or re-performed at the Bidder's risk and expense.

39. **FACILITY INSPECTION:** SBAC reserves the right to inspect or have its representatives inspect the Bidder's facilities, including those of its subcontractors, if any, at any reasonable time.

40. **BIDDER PERSONNEL:** Bidder shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the IFB, to provide the goods and/or services described herein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Bidder, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Bidder employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Bidder will in no way relieve Bidder from its responsibilities hereunder.

Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.

When accessing any SBAC site, Bidder shall notify department or school personnel and follow customary sign-in procedures. All Bidder personnel shall wear clothing identifying them as an employee of the Bidder (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

41. **DELIVERY NOTICE:** Unless specified elsewhere, the successful Bidder shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the IFB to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.

42. **INVOICES:** Unless specified elsewhere, invoices shall be submitted in accordance with one of the following options: Hard copy, in duplicate, to SBAC at Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601, or via email to accountspayable@gm.sbac.edu. All invoices shall, at a minimum, include the following:

- ✓ IFB #;
- ✓ Purchase Order #;
- ✓ Description of goods and/or services, including quantities;
- ✓ Awarded unit price(s) and extended total(s)

Payment shall be made for goods and/or services provided in accordance with the IFB, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days. The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available.

SBAC will not process, and Bidder waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Purchasing and Finance Departments.

43. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted Bidder 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, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Bidder list.

44. **LICENSING/PERMITS:** Prior to starting work, the successful Bidder shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.

45. **REGULATORY COMPLIANCE:** Bidder shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the IFB.

46. **TERMINATION FOR CONVENIENCE:** SBAC shall have the right to terminate any Contract resulting from this solicitation, or any portions thereof, for its convenience upon ten (10) days advance written notice to the Bidder. SBAC shall compensate the Bidder for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder nor likewise liable to pay the Bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.

47. **TERMINATION FOR DEFAULT:** SBAC reserves the right to terminate any Contract resulting from this IFB for failure of the Contracted Bidder to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Bidder. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Bidder shall reimburse SBAC any excess costs incurred thereby.

48. **INDEPENDENT CONTRACTOR:** Bidder(s) shall have the status of an independent contractor. Bidder(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Bidder shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and subcontractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Bidder's failure to do so, Bidder shall forthwith reimburse SBAC for the entire amount so paid by it.

49. **SUBCONTRACTS:** The Bidder shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.

50. **ASSIGNMENT:** Any Contract between the successful Bidder and SBAC shall not be assigned by the successful Bidder without first obtaining the written consent of the Purchasing Department. Assignment of the Contract or any portion thereof without such written permission shall be grounds for immediate termination.

51. **ANTI-DISCRIMINATION/EQUAL OPPORTUNITY:** Bidder certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

Further, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

52. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory bidder list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

53. **COMMON CARRIER WAIVER:** In the event Bidder and its employee's will not enter onto SBAC property during the base contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Bidder, during the base contract term and any renewal period, then Bidder may complete the Common Carrier Insurance form included herein to request an exemption from the IFB's insurance requirements described the Insurance Certification Form.

54. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Bidder in performance of the work described herein; or (c) liens, claims or actions made by the Bidder or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by the Bidder.

Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the Bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

The Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract.

55. **DEFAULT:** In addition to other rights and remedies provided herein, in the event the successful Bidder should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience

56. **RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT'S BUY AMERICAN PROVISION:** To the maximum extent practicable, the School Board of Alachua County Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, “substantially” means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Bidder certifies that each item contained in its Bid complies with Richard B. Russell National School Lunch Act's Buy American Provision and that at least 51% of the content of each item contained in its Bid consists of agricultural products that were grown domestically. Bidder shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Bidder shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

57. **CONE OF SILENCE:** A Cone of Silence is in effect for this IFB as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at www.sbac.edu/~purchase/bidop.htm. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding this IFB between:

- A. a potential vendor, service provider, Bidder, lobbyist, or consultant and the staff of the Alachua County Public Schools, including school principals; and
- B. a potential vendor, service provider, bidder, lobbyist, or consultant and any one or more of the School Board members or members-elect.

Unless specifically provided otherwise in the IFB, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Purchasing Department;
- B. Communications between a potential vendor, service provider, Bidder, lobbyist, or consultant and the SBAC's Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Bidder, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Bidder, proposer, respondent and/or representative's bid, proposal, or offer and may render any contract award to said Bidder, proposer or respondent voidable.

58. **LEASE OR MAINTENANCE AGREEMENT TERMINATION:** Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Bidder and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Bidder no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

59. **LIFE CYCLE COSTING:** If so specified in the IFB, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
60. **WARRANTY OF ABILITY TO PERFORM:** Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Bidder's ability to satisfy its Contract obligations. It shall be the responsibility of Bidder to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Bidder files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.
61. **RECORDS RETENTION AND ACCESS:** Bidder shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Bidder shall, with reasonable notice, provide SBAC access to these records during the above retention period.
62. **CONFIDENTIAL INFORMATION:** Bidder recognizes and acknowledges that Bidder, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Bidder agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the contract resulting from this IFB, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following expiration of said contract, Bidder, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Bidder's facilities and equipment. Temporary access to SBAC data or networks may only be authorized by calling the Help Desk at 352.955.7500. Bidder shall be required to complete an access request form. The form, along with a copy of the contract award letter or IFB document, will be sent to the IT Department for processing. Temporary access to SBAC data or networks will terminate on or before the contract expiration date. Further, Bidder shall comply with SBAC's "Information Security Responsibilities" document, incorporated herein by reference, available at http://www.sbac.edu/files/_IOHzs/_a70b66390a32737c3745a49013852ec4/Yearly/ACPSINFOSECRES_1.pdf.
63. **FLORIDA PREFERENCE:** When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

ITEM 64 APPLIES TO SERVICES TO BE PERFORMED BY BIDDER, WHICH ARE CUSTOMARILY PROVIDED BY SBAC OR WHICH SBAC IS IN THE BUSINESS OF PROVIDING. SBAC WILL INDICATE IN THE "BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM" WHETHER OR NOT THIS PROVISION APPLIES TO THE SERVICES TO BE PERFORMED BY THE SUCCESSFUL BIDDER(S). IF THE BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 955-7461, staffattorney@gm.sbac.edu, 620 East University Avenue, Gainesville, Florida 32601.

64. Bidder is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of Bidders duties under this IFB, and will specifically: a. Keep and maintain public records required by SBAC to perform the service; b. Upon request from SBAC's custodian of public records, provide SBAC 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 the Chapter 119, Florida Statutes or as otherwise provided by law; c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Bidder does not transfer the records to SBAC; d. Upon completion of the contract, transfer, at no cost, to SBAC all public records in possession of Bidder or keep and maintain public records required by SBAC to perform the service. If Bidder elects to transfer all public records to SBAC upon completion of the contract, Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Bidder keeps and maintains public records upon completion of the contract, Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBAC, upon request of the SBAC's custodian of public records, in a format that is compatible with the information technology systems of SBAC.
65. **NONACADEMIC COMMODITIES AND SERVICES:** In accordance with §1010.04 Florida Statutes, SBAC has reviewed the purchasing agreements and state term contracts available under §287.056 Florida Statutes for the nonacademic commodities or contractual services described in this IFB. This review requirement does not apply to commodities or services eligible for reimbursement under the federal government's E-rate program, which is administered by the Universal Service Administrative Company.

ITEMS 66-73 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL BIDDER(S).

66. **COPELAND "ANTI-KICKBACK" ACT:** All Bidders and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") on all federally funded contracts exceeding \$2,000. The Act provides that each Bidder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SBAC will report all suspected or reported violations to the Federal awarding agency.

67. DAVIS BACON ACT (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Bidders shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") on all federally funded contracts exceeding \$2,000. In accordance with the statute, Bidders must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Bidder during the term of the contract as updated by the Department of Labor. Contract award is conditioned upon the acceptance of the wage determination(s) by Bidders. SBAC will report all suspected or reported violations to the Federal awarding agency.
68. CONTRACT WORK HOURS & SAFETY ACT (34 CFR 80.36(i)(6)): Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.
69. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: For Contracts exceeding of \$150,000, Bidder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
70. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): For Contracts exceeding \$100,000, Bidders shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.
71. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
72. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
73. DRUG-FREE WORKPLACE CERTIFICATION: Tie Bid preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) 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; b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) 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 contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; e) 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; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

ATTACHMENT B
GENERAL/TECHNICAL SPECIFICATIONS
IFB 19-24
HARD FLOOR CLEANING SERVICES –
ANNUAL CONTRACT

The School Board of Alachua County (“SBAC” or “District”) is seeking prospective Bidders to respond to this Invitation For Bid (hereinafter “IFB”) to provide the specified services in accordance with the following specifications.

1. Scope of Service: The purpose of this IFB is to select a service provider (hereinafter “Bidder”), secure firm prices and establish a contract for the provision of hard floor cleaning services that are common and necessary to the operations of an K-12 educational facility. SBAC is a rural school district in north central Florida that currently serves a population of approximately 30,000 students, located in (22) elementary schools, (07) middle schools, (07) high schools, and (09) centers. The District also maintains six (06) other ancillary support sites and approximately (300+) portable buildings. The total estimated square footage of installed vinyl composition tile (VCT) flooring maintained by the District exceeds 1,600,000 sq. ft. The awarded contract shall serve to supplement hard floor care services currently provided by District custodial staff.

In brief, the scope of contract shall require Bidder to provide qualified labor, floor equipment, materials and supplies (excluding floor chemicals) to perform hard floor cleaning services at various schools and other facility locations within the District. It is the intent of the District that this be a full service contract. Services shall generally consist of a) inspecting the hard floors and determining the level of services required to properly clean the surfaces; b) developing a work proposal; c) performing the work; d) ensuring the appropriate environment for surface drying; e) re-installing furniture and floor mats, if required, and; f) performing a final inspection with facility staff to ensure customer satisfaction.

Service requests shall be on an “as needed” basis throughout the term of the contract. Service work may significantly vary in scope and size and be scheduled on an irregular basis. Due to safety and site accessibility concerns, each service site, at its sole discretion, may schedule work after normal facility operating hours, including weekday evenings and weekends. Service response shall be required at any facility site within the District. All work performed shall be billed in accordance with established contract unit pricing. Bidder shall provide all technical expertise, qualified labor, supervision, transportation, customary tools, equipment, and supplies, and other services that are necessary for the proper execution and performance of the contract.

Bidder shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and professional ability as is necessary to perform all services in a manner that is safe, effective, efficient, environmentally acceptable, and compliant with all regulatory requirements.

2. Tentative Schedule:

- | | |
|---------------------------|-------------------------------------|
| ▪ February 20, 2019 | Invitation for Bid Issued |
| ▪ February 28, 2019 | Last Day for Submittal of Questions |
| ▪ March 08, 2019 | Bid Due Date |
| ▪ March 19, 2019 | Recommendation to School Board |
| ▪ April 16, 2019 | Planned Award Date |
| ▪ April 17, 2019 | Commencement of Services |

3. Questions: Any inquiries, questions and requests for clarification of the IFB document shall be directed in writing to James Roper/Purchasing Agent via email (roperjr@gm.sbac.edu) or facsimile (844 269-9018) by no later than close of business on February 28, 2019. The District shall not respond to questions received after this date. Should it be necessary to revise the IFB, such clarification or revision shall be by written addendum and posted on the Purchasing Department website. SBAC shall not be responsible for any verbal communication between any employee of the District and prospective Bidder. All addenda to the IFB shall become part of the IFB and any awarded contract. It shall be the responsibility of Bidder to visit the Purchasing Department website for any issued addenda prior to submission of Bid response. The District shall not email or send addenda directly to prospective Bidders.

4. Award: The District anticipates making award of a contract on an all-or-none basis to the low, responsive, and responsible Bidder in the opinion of SBAC. In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of Bidder, including relevant expertise, experience, and capacity to perform the requirements as specified herein.

5. Contract Term/Renewal Option: The contract term shall be approximately one (01) year, beginning April 16, 2019, and ending March 31, 2020. Thereafter, the contract may be renewed for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least forty-five (45) days prior to the end of the current contract period. Contract renewal shall be subject to approval of School Board. The District shall notify Bidder when the School Board has acted on the recommendation of contract renewal.

6. Contract Value: Because of the difficulty in determining the extent that the service sites will utilize the contract during its term, the District cannot accurately provide an annual projection of requirements. Any stated quantities herein are for Bid tabulation purposes only, and not intended as a representation of the District's actual requirements. The District makes no guarantee, implied or otherwise, as to the value or volume of services that it may purchase under the awarded contract from the awarded Bidder. Bidder shall honor pricing offered regardless of actual quantity of services purchased.

7. Contract Management: All day-to-day operational aspects of contract services shall be scheduled, coordinated, and managed by designated staff at each service site (hereinafter "Site Representative") under the direct authority of the school or department ordering services, and general direction of District Custodial Coordinator (hereinafter "District Representative"). All work shall be subject to periodic review to ensure compliance with project requirements, time schedule, and established quality standards.

8. Bidder Qualifications: SBAC has established minimum Bidder qualifications and, at its sole discretion, may request the apparent low Bidder to provide evidence demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. For consideration of award, each prospective Bidder shall meet the following criteria:

- A. Established Business: Bidder shall be an established firm, licensed and insured, with demonstrable ability, whose sole or primary business includes the provision of hard floor cleaning services to large commercial (business/institutional) accounts as typical in the District. Bidder shall have been continuously engaged in the specified services as the same legal entity within the State of Florida for a minimum of three (03) consecutive years. Demonstration of past successful experience with commercial accounts within the State of Florida shall be required. Project experience shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;
- B. Location: Service response time is an essential part of this contract. Bidder shall maintain an operational service dispatch facility within reasonable proximity (contiguous counties) of Alachua County limits to ensure compliance with the service time requirements as specified herein. SBAC reserves the right to waive the aforementioned requirement should Bidder be able to demonstrate, to the complete satisfaction of District, its capability in providing efficient and timely service to the District;
- C. Service: Bidder shall currently have, and maintain for term of agreement, the necessary organization, facilities, equipment, supervisory capability, qualified personnel, and technical tools of the trade to ensure competent, prompt and efficient service on a District-wide basis in support of this contract. Specific qualification criteria as appropriate to service level are further delineated herein;
- D. Accounting Practices: Bidder shall have the ability to provide accurate, reliable and timely invoices, statements, and other data necessary as required by District. Specific billing requirements are further delineated herein;
- E. Financial Capacity: Bidder shall be financially stable, be in good standing with creditors, and have resources necessary to maintain the organization, facilities, equipment, and personnel required in the performance of contract. Bidder may be required to provide financial statements and other information to demonstrate its financial and operational capabilities. All such information shall be in accordance with generally accepted accounting principles.

SBAC reserves the right to inspect and approve the organization, operation, equipment, and facility(s) of apparent low Bidder, and to make sole and final determination as to Bidder's compliance and capability in meeting the requirements of IFB. It shall be the responsibility of Bidder to provide any further evidence and support documentation as deemed appropriate by District during the evaluation process within three (03) business days of request. In the event SBAC determines, in its opinion, that Bidder does not meet any of the IFB qualification requirements or have the ability or capacity to provide the services as required in this contract, the District may reject Bid, and evaluate next apparent lowest Bidder.

9. Non-Exclusivity: SBAC reserves the right to perform any part of the work and services described herein with District employees, as permitted by law. SBAC additionally reserves the right to acquire the said services from any other source or via any other procurement method deemed to be in its best interest, without penalty or prejudice to SBAC, in the event of one or more of the following conditions. (A) Bidder is not able to provide all or part of services in the time and manner as specified, or; (B) the scope of any project requires a level of technical expertise or utilization of equipment or qualified personnel that Bidder cannot provide, or; (C) in cases of emergency, or; (D) in fulfillment of Board Policy.

10. Omissions from the Specifications: Reference Attachment A, "7. Silence of the Specifications": In addition... The apparent silence of this specification on any details, or omissions from them of a detailed description concerning any point shall mean that only the best commercial practices are to prevail. Bidder shall perform all services all services in a professional, efficient and timely manner in compliance with District and industry standards, and all regulatory standards, to the complete satisfaction of the District. Bidder shall make all interpretations of the contract upon the basis of this statement.

11. Subcontractors: Reference Attachment A, "49. Subcontracts": In addition... The Bidder shall be the sole source of contact for the contract. The District shall not subcontract any work under the contract to any other firm and shall not deal directly with any subcontractors. If it is the intent of Bidder to subcontract any portion of this contract for any reason, it shall be the responsibility of Bidder to submit the name, address, and all required specified submittals for the proposed sub-tier contractor as an attachment to their Bid. The District shall evaluate proposed sub-tier contractor and reserves the right to reject, should sub-tier contractor: not meet qualification criteria; previously fail in performance of similar contract; or, not be in the position to perform services to the satisfaction of the District.

12. Dispute: The Purchasing Department, in consultation with the Facilities Department, shall resolve any dispute concerning the interpretation of specific contract requirements including specific exclusions, if any. Should any technical issue require clarification, the District may, at own expense, confer with third party consultant. The District shall provide Bidder a written copy of decision. It is agreed and understood that the decision of District shall be final and conclusive.

13. Regulatory Compliance: Reference Attachment A, "45. Regulatory Compliance": In addition... Bidder shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include: State Requirements for Educational Facilities (SFEF); Florida Administrative Code; Department of Environmental Protection Agency (EPA), and; Occupational Safety Health Administration (OSHA) codes and regulations. It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. In the event of conflict between applicable regulations, the most stringent shall apply. Failure of Bidder to comply with any regulatory agency having jurisdiction and authority over the services described herein shall be grounds for contract termination.

14. Personnel: Reference Attachment A, "40. Bidder Personnel": In addition... The District considers the expertise, experience and training of personnel a critical element of this contract. To that end, it shall be required that Bidder employ and have available an adequate number of qualified, full-time, and permanent personnel who have been sufficiently trained for proficiency in the standards, procedures, and operating requirements of their specific work responsibilities, and who are completely familiar with the practices and methods to be utilized in providing the services described herein. Bidder shall establish personnel qualifications and provide job-related training that would ensure the performance of services in a safe, correct and efficient manner, in conformance to all regulatory requirements and standards of care as reasonably expected by District.

The following minimum qualifications apply for all labor provided under the pending contract. Bidder should consider said qualification in the development of unit prices bid.

14.1 Account Representative: Bidder shall designate one (01) Account Representative who shall be available to assist with service scheduling, billing, and any other contract related issues. Account Representative shall have thorough knowledge of contract and have Bidder's authority to act on matters pertaining thereto. Designated Account Representative shall respond to all non-emergency calls from the District requesting assistance within twenty-four (24) hours of initial contact.

14.2 Project Manager: Bidder shall employ and designate one (01) Project Manager who shall be responsible for: conducting initial inspections; generating work proposals; providing technical assistance and consultations; performing periodic quality control inspections, and; providing general direction to Bidder's personnel as necessary for the effective and efficient management of each project. The cost of Project Manager's services shall be an element of Bidder's overhead burden in unit prices bid.

14.3 Service Technician shall have the knowledge, skills, and ability to perform correctly and efficiently all tasks commonly performed within the commercial intercom industry for the position and as described herein. Service Technician is a technical position requiring knowledge of appropriate methods and application of standard trade practices as appropriate in the installation, repair, and servicing of manufacturer equipment currently installed in the District.

Each Service Technician assigned duties shall have:

- ☐ Minimum two (02) years continuous and extensive "hands-on" field experience working in the service trade with specific emphasis on commercial project work;
- ☐ Comprehensive knowledge of and skill in the use of all tools, equipment, and materials used in the performance of work. Extensive experience in the operation of commonly used industry equipment shall be required;
- ☐ Considerable knowledge of:
 - Practices, methods, and techniques of the trade;
 - Potential hazards and safety precautions of the work;
- ☐ Ability to lift maximum 50 lbs. occasionally, with frequent lifting and/or carrying objects weighing 25 lbs.;
- ☐ Ability to:
 - Work with minimal or no supervision;
 - Understand and follow instructions relative to the work as communicated;
 - Plan and implement floor cleaning projects involving one or more buildings with multiple access points and multi-levels;
 - Accurately evaluate, analyze, troubleshoot, and correct common cleaning performance issues (e.g., finish bubbling or irregularities, etc.);
 - Carry-out work assignments diligently within time limits as reasonably expected without interruption and unnecessary delay;
 - Read and understand SDS sheets;
 - Effectively communicate with department and school staff.

A minimum of three (03) Service Technicians with necessary floor equipment and accessories of trade, materials, and supplies shall be available for assignment at any time under this contract.

14.4 Onsite Supervision: It shall be required that Bidder employ and provide continuous onsite supervision, of sufficient quality necessary for the effective and efficient management of each project. Bidder shall assign one (01) Crew Leader at each project worksite who shall perform in both a supervisory and Service Technician capacity, allocating such time to both tasks as required. Crew Leader shall have demonstrated supervisory skills including having the ability to plan, organize, direct and prioritize the work of Bidder's personnel, and shall be knowledgeable of supervisory practices, procedures, inspection techniques, codes, ordinances and regulations, and record-keeping and reporting duties.

It is understood that Crew Leader shall be present at worksite at all times, and shall have the authority to act in the behalf of Bidder in carrying out any instructions relative to work as communicated by Site Representative. The cost of onsite supervision shall be an element of Bidder's overhead burden in the unit prices bid.

14.5 Certification: By submission of Bid, Bidder certifies that all assigned personnel meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. The failure to meet any employee qualification criteria may cause Bid to be non-responsive. Bidder shall be required at any time during term of contract to provide evidence of qualifications of any personnel assigned duties. The assignment of any personnel not meeting minimum qualifications shall be grounds for contract termination.

14.6 Fingerprinting and Background Checks: Reference page 5, "Jessica Lunsford Act – Bidder Affirmation Form". Each Service Technician assigned duties shall undergo a fingerprint and background check in accordance with the Jessica Lunsford Act. Upon clearance, the District shall issue employee a photo ID badge. The Service Technician must visibly display badge at all times and present to Site Representative upon request. The cost of fingerprinting shall be the sole responsibility of awarded Bidder and included as an element of overhead burden in the unit prices bid. The District may deem Bidder's failure to comply with the JLA as a default of contract. Bidder may find additional information regarding JLA requirements on the Purchasing Department website.

14.7 Personnel Conduct: Reference Attachment A, "40. Bidder Personnel": In addition... Bidder's personnel while on location at any District site are expected to maintain a high standard of civility, deportment, appearance, and act in a professional manner at all times. Personnel shall not fraternize with students, teachers, or other District staff not directly involved with the contract services. When in contact with school personnel, Bidder's personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address.

Specifically, all personnel shall adhere to the following rules and regulations while onsite at any facility:

- Smoking and use of any tobacco products is prohibited;
- No personnel shall access any District records, files or documents at any time;
- No personnel shall be allowed in any area of the building other than the area of work responsibility or authorized break or office area without previous knowledge of Crew Leader;
- No personnel shall disturb any personal items or papers on desks or work areas;
- No personnel shall use District telephones (except for an emergency). Any telephone charges incurred by Bidder's personnel and verified by the District shall be billed to Bidder;
- Unauthorized persons, including acquaintances and family members, shall not accompany or visit Bidder's personnel while onsite at any District facility.

Any violation of this provision may result in removal of the individual(s) involved from the District site. Furthermore, the District reserves the right to prohibit Bidder from employing the individual(s) in any future work performed under the contract.

14.8 Uniforms and Protective Clothing: Bidder's personnel shall be required to wear distinctive uniform clothing identifying them as Bidder's employees at all times while on District property. In addition, it shall be the responsibility of Bidder to provide any personal protective items required to perform work in a safe manner. Any such items shall conform to all OSHA and other regulatory agency requirements applicable to work performed.

15. General Service Guidelines:

- a. **General Supervision:** Bidder shall be responsible for overseeing all portions of work under the contract, specifically including the appropriate application of methods, techniques, sequences and procedures, and ensuring that work progress is sufficient to meet each project schedule. Bidder shall perform all services correctly and safely in accordance with IFB specifications and regulatory requirements, and work jointly and cooperatively with District to resolve any performance issues. District's failure to reject any unsatisfactory work immediately or to notify Bidder of such deficiencies shall not relieve Bidder of any responsibilities required herein. The cost of general supervision shall be an element of the Bidder's overhead burden in the unit pricing bid.

- b. **Communications:** Bidder shall maintain a toll-free telephone and facsimile terminal by which the District may directly and immediately communicate project requirements and other messages during normal business hours (Monday – Friday) from 7:30 a.m. to 5:00 p.m. Email may also be an acceptable form of communication.
- c. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District’s website: www.sbac.edu.
- d. **Work Scheduling:** The designated Site Representative at each school or department ordering services shall be responsible for coordinating and scheduling all activities. Bidder’s ability to provide qualified personnel and equipment reliably at the requested service time is critical to the performance of this contract. As need arises, the Site Representative shall ordinarily give Bidder notice of impending work a minimum of five (05) business days prior to requested start date. Specific performance time lines and completion dates shall be mutually agreeable between the parties. Bidder shall strictly adhere to established work schedule.
- e. **Work Period:** During the school year, the District’s regular school operating hours are Monday through Friday, approximately 7:30 a.m. to 3:30 p.m., and 7:00 a.m. to 5:00 p.m. at support facilities. Work shall normally be performed after regular school (3:30 p.m.) and support facility (5:00 p.m.) operating hours, taking into consideration accessibility and potential disruption to facility activities. During the summer period, Bidder shall typically perform work Monday through Thursday (4-day workweek), during or after regular facility operating hours. Work scheduling shall be at the sole discretion of each service site. The District anticipates scheduling a significant amount of work at the end of school year during summer period. For projects reasonably scheduled in advance, work hours may include weekends (Saturday/Sunday). The availability of Bidder to work after normal operating hours is critical to the performance of contract. By submission of Bid, Bidder understands and agrees to perform work after normal operating hours upon request at no additional cost to the District. The District shall not authorize overtime or premium time under the pending contract.
- f. **Personnel Reporting:** Reference Attachment A, “40. Bidder Personnel”: In addition...All assigned personnel shall report directly to each designated District project worksite in accordance with established reporting time. Bidder shall be responsible for providing all transportation of assigned personnel and equipment to and from worksite. Travel time for personnel and equipment shall be an element of Bidder’s overhead burden in the unit prices bid. The District shall not reimburse Bidder for any travel time.
- g. **Site Access:** It shall be the responsibility of Bidder to coordinate site access directly with the Site Representative or with the appropriate authority at each service site. Upon arrival at worksite, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits. While on site, Bidder shall perform all services with a minimum amount of disruption to the normal operations of the service site.
- h. **Site Examination:** Prior to performance of work, Bidder shall visit worksite, become familiar with the work conditions, and correlate personal observations with the project requirements as communicated by the Site Representative. Unless otherwise agreed, Bidder shall perform site examination within three (03) business days of request. During site visit, Bidder shall accurately perform a square footage measurement of all identified hard floor work areas for purpose of determining project cost, and inform Site Representative of any potential performance issues.
- i. **Work Proposals:** Based on the site examination, Bidder shall submit a written work proposal to Site Representative via facsimile, email or hard copy, in the form of a “firm fixed-price” using District form “Work Proposal” (Appendix A). Work proposal shall be required to detail: scope of work, exact square footage measurements; estimated quantity of floor care chemicals required; contract unit pricing; and; work start and completion date. Work proposals that do not include this information shall not be acceptable. Unless otherwise agreed, Bidder shall submit work proposal within one (01) business day of site examination. The District may deem Bidder’s repeated failure to conduct site examinations or submit work proposals within specified time requirements as a default of contract.

Bidder shall perform the authorized work for price proposed. Bidder shall not be entitled to additional compensation for any reason; no other charges shall be applicable. Bidder shall provide work proposal at no cost to the District. All costs incurred in the preparation of work proposal, including site examination, shall be an element of Bidder's overhead burden in unit prices bid.

- j. **Work Proposal Rejection:** The Site Representative shall evaluate the submitted work proposal to ensure understanding of work, and correct price estimation based on the square footage measurement. SBAC reserves the right to reject work proposal prior to commencement of services should it be determined that the proposal is not in accordance with contract, or that the field measurements are not consistent with the defined floor surface area. In such event, the District shall request Bidder to submit a revised proposal. Should the parties thereafter fail to reach an agreement on the requirements of revised work proposal, the District further reserves the right to solicit a written quotation from one (01) or more qualified service providers, and make award of project to the lowest price proposal.
- k. **Work Authorization:** The intended manner of payment selected by service site shall govern the appropriate method of work authorization, as follows.
 - Visa™ purchasing card: The service site shall authorize project work by approval of the submitted Work Proposal, as evidenced by the signature of school Principal or Department Head, or their authorized designee. Bidder shall not commence work without a fully executed Work Proposal. The District shall not issue a purchase order if payment is by purchasing card.
 - Conventional Check: Project work authorization shall be by the issuance of official hard copy District Purchase Order or school Internal Account Purchase Order, accompanied by the fully executed Work Proposal.Under no circumstances shall Bidder commence work prior to receiving authorization by one of above prescribed methods. Bidder shall not honor verbal orders. SBAC reserves the right to refuse payment for any work performed without proper authorization.
- l. **Time of Completion:** The District shall construe the commencement of services for any project to mean Bidder's acceptance of the working conditions for the defined work area. Bidder acknowledges that time is of the essence in completing the work as specified for each project. Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof, within the time specified for each project. Bidder shall be responsible for immediately notifying Site Representative should there be any delay in the commencement or completion of services for any reason. Any request for a time extension shall not be automatic. The District reserves the right to make sole and final determination to grant any request for time extension. The repeated failure to commence and complete work within established time schedule shall be cause for termination of contract.
- m. **Progress Inspection:** The District reserves the right at any time to conduct periodic inspections of work. The failure of District to perform progress inspections and immediately reject any unsatisfactory work shall not relieve Bidder of any responsibilities specified herein.
- n. **Correction of Work:** Bidder shall promptly correct all work rejected by Site Representative as faulty, defective, or failing to conform to contract or work proposal, whether observed before or after substantial completion of the work, and whether or not completed. Bidder shall remedy any noted deficiencies within one (01) business day of notification, unless otherwise authorized by Site Representative. Bidder shall not charge District for any call back work to correct any previous work found unsatisfactory as result of Bidder's failure to comply with requirements of IFB or work proposal.
- o. **Final Acceptance of Work:** Upon completion of project work, Bidder shall contact Site Representative and make request for final inspection. Site Representative shall conduct a thorough inspection of work area within reasonable time and notify Bidder of any discovered deficiencies. Bidder shall correct all noted deficiencies within the time specified herein, and submit an invoice for payment. Should Bidder fail to correct deficiencies in an acceptable and timely manner, the District may, after written notice of default, accomplish the work in an expeditious manner, and deduct the cost of corrective work from invoice. Bidder shall complete all work to the complete satisfaction of District.

- p. **Safety Measures:** Reference Attachment A, “36. Safety Standards”: In addition... Bidder shall take all necessary steps to protect students, faculty, and public from injury in the course of the work. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution, including placing suitable barricades and posting hazard signs in and around worksite, when appropriate. Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of work. While onsite, Bidder shall not obstruct any passageways or other means of egress and shall not leave the worksite without first securing the work area and eliminating any hazardous condition resulting from its activities. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA).
- Chemical Application: Bidder shall strictly adhere to all chemical product safety instructions and Safety Data Sheets (SDS). Bidder shall be responsible for protecting occupants of areas adjacent to work areas from any toxins generated while work is in progress. Should any occupants complain about odors or other work practices, Bidder shall immediately stop operations and contact District Representative. Bidder shall not commence work until all issues have been resolved to the complete satisfaction of District Representative.
- q. **Asbestos:** Should any Bidder’s personnel encounter materials that they suspect are embedded with asbestos, they should: (1) Stop all work at site and not disturb the area of suspicion; (2) Call the District Representative and advise of discovery; and, (3) Leave worksite until further notice subject to analysis of materials.
- r. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to protect District property from its activities. Bidder shall be responsible for the protection of all District facilities and other improvements against operations that may be hazardous and/or damaging to said property. Bidder shall be responsible for notifying Site Representative of any unavoidable damage to District property that may occur prior to commencement of work. Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property.
- s. **Utilities:** The District shall provide electrical outlets for hard floor cleaning equipment. The District prohibits the use of indoor propane-fueled equipment in any facilities. Bidder shall be cognizant of, and operate with due care when working in close proximity to existing surface utilities.
- t. **Property Damage:** Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless a time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Bidder repair cost. Bidder shall cooperate with any on-going SBAC investigation involving economic loss or damage to SBAC buildings or personal property therein.
- u. **Cleaning-up/Debris Disposal:** Bidder shall be responsible for periodic removal and proper disposal of all debris resulting from its operations, and for leaving worksite in a safe and orderly fashion at end of workday. Bidder shall not allow any accumulated debris to create a safety hazard to student, staff, and public. Debris shall not be burned, buried, left for a collector, or placed in any District solid waste dumpster at worksite. Bidder shall be solely responsible for disposing debris in a legal manner, in accordance with existing state, county and city regulations. At completion of work, Bidder shall remove all work materials, tools, equipment, and surplus materials and shall leave worksite in ready to use condition.
- v. **Hazardous Material Storage/Disposal:** Bidder shall direct all questions regarding the storage and disposal of hazardous waste materials to Site Representative. In no event shall Bidder dispose unused hazardous materials in District facility refuse containers.
- w. **Invoices:** Reference Attachment A, “42. Invoices”. In addition... Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. Invoices shall contain sufficient information as required by the District to determine the extent of services provided and accuracy of billing. Invoices received by the District that are not properly and correctly prepared or not accompanied by support documentation (i.e., work proposal) may cause delay of payment.

Invoices shall contain, at minimum, the following information: invoice number; invoice date, date(s) of service; service location; description of services; measured square footage; and, applicable unit pricing. Bidder shall submit invoices in entirety within ten (10) business days of completion of project work to the ordering school or department via email, as directed by Site Representative.

- x. **Invoice Verification/Correction** It shall be the responsibility of Site Representative to verify and approve all invoices prior to payment, and notify Bidder of any billing discrepancies. The District shall not pay incorrect invoices or late charges for invoices with disputed charges. As condition of payment, Bidder shall reissue corrected invoice and/or credit memo to offset any incorrect charges. It shall be the responsibility of Bidder to ensure that all invoices are correct. The District may deem the repeated documented failure of Bidder to submit accurate invoices in the time and manner as specified as a default of contract.
- y. **Method of Payment:** The ordering school or department shall make payment by Visa™ purchasing card upon receipt and processing of properly prepared invoice. The District may also make payment by conventional check after issuance of purchase order. The District shall not pay invoices in advance of service (prepay). The Purchasing Department shall work jointly and cooperatively with Bidder in resolving any delinquent payment issues.
- z. **Final Payment:** The making of final payment shall not constitute a waiver of any claims by the District and shall not relieve Bidder of the responsibility for negligence or defective workmanship to the extent within the period provided by law and by the warranties provided herein. SBAC reserves the right to make partial payment of invoice (short pay) should Bidder fail to complete work to the satisfaction of District. In such case, Bidder shall continue performance of services pending final resolution of dispute.

16. Equipment, Materials and Supplies: Bidder shall provide and have readily available all floor equipment, accessories of trade, materials, and supplies customarily used in the commercial hard floor cleaning service trade, and as necessary to adequately and efficiently perform its contractual duties.

Such items shall include, but not be limited to...

Floor Equipment: HEPA vacuum cleaners, wet vacuums, floor machines (minimum 175 rpm, electric), hi-speed floor burnisher machines (minimum 1500 rpm, electric), floor fans, etc.

Materials and Supplies: floor pads, brooms, wet mops, dust mops, brushes, buckets, wringers, measuring devices, dispensing bottles, etc.

Unless as otherwise permitted herein, Bidder shall not charge the District for any equipment, materials or supplies deemed by District to be standard or essential for the scope of services. The cost of said items shall be an element of Bidder's overhead burden in the unit prices bid.

17. Price: Bid unit price, as per defined unit of measurement (sq. ft.), for each specified service category as listed on Attachment C, Form of Proposal. Decimals may be carried a maximum three places (0.000) for each unit price bid. Bidder shall submit pricing for all service categories; partial bid are not acceptable.

Unit prices shall be inclusive of all aspects of services required including: technical expertise; supervision; qualified labor; field measurement; customary equipment, tools, and trade accessories; all materials and supplies (excluding chemicals); transportation; travel time; insurance; profit; and, all other services that are necessary for the proper execution and performance of contract. It is the intent of the District that this be a full service. The District shall only compensate Bidder for actual square footage of flooring serviced in strict accordance with IFB. The District shall not allow minimum order requirements in any form as part of the contract. No other charges or surcharges (i.e., mileage, fuel, travel time, mobilization charge, etc.) shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices offered shall be firm and fixed for the term of the contract and any subsequent renewal periods.

18. Bid Tabulation/Evaluation: The Award Total shall be determined by multiplying unit price bid times (x) estimated quantity to achieve the extended amount of each service category. The sum (+) of all extended amounts shall equal the Award Total. The Purchasing Department anticipates making recommendation of award to the low, responsive, and responsible Bidder meeting Bid terms, conditions and specifications. In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of Bidder, including relevant expertise, experience, and capacity to perform the requirements as specified herein.

The District may also consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications. SBAC reserves the right to make sole and final determination of which Bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

19. Service Guarantee: The District expects Bidder to maintain an acceptable level of service throughout the duration of the contract. All services shall adhere to the customary, reasonable, and prudent standards of care as established within the industry, and be performed to the complete satisfaction of the District. Bidder shall warrant that all services conform to contract specifications, be free from faults and defects, and meet or exceed the quality of services provided to other commercial customers, of similar size and scope of the contract. Payments in full or otherwise shall not constitute a waiver of this guarantee. In the event that any services are found deficient or do not otherwise conform to specifications, Bidder shall re-perform services at own expense. In the event Bidder fails to re-perform services within the specified time, the District reserves the right to have the services remedied from other service provider. In such case, Bidder shall be fully liable for all costs and expenses reasonably incurred by the District.

20. Performance: The District Representative shall report all performance related complaints to Account Representative or other appropriate designee. Bidder shall promptly resolve reported complaints pursuant to the applicable terms of the contract within one (01) business day of notification. The District shall consider requests for additional time on a case-by-case basis. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of any part of this contract shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

21. Habitual Violator: Reference Attachment A, “47. Termination for Default”: In addition... Should the District determine that the number of complaints at any site or cumulatively within the District be excessive, the Purchasing Department shall schedule a meeting with Bidder to discuss the specific issues. Within five (05) business days of meeting, Bidder shall provide the Purchasing Department a follow-up letter outlining the corrective action(s) taken and time sequence for resolution of issues. All aspects of proposed plan for corrective action shall be subject to approval of the Purchasing Department.

In the event that documented complaints have not been adequately resolved to the satisfaction of the District or Bidder’s record of performance continues to show, in the opinion of the District, that Bidder is frequently, regularly or repetitively defaulting in the execution of any services required in this Agreement, and regardless of whether Bidder has remedied any individual complaint, Bidder shall be deemed a “habitual violator”. In such case, Bidder shall forfeit the right to any further notice or grace period to correct, and all of said complaints shall be considered cumulative and collectively and shall constitute a condition of incurable default; thereby being grounds for immediate termination of this Agreement within time as specified.

Technical Specifications

22. Description of Work: The purpose of IFB is to establish a full service contract with successful Bidder for the provision of hard floor cleaning services at various schools, centers, and support facilities within the District, on an as-needed basis. The intent of contract is to supplement those services currently provided by District custodial staff.

In brief, the scope of this agreement shall require Bidder to provide all qualified labor, supervision, cleaning equipment, and materials and supplies (excluding floor chemicals) necessary for the performance of work, generally consisting of stripping or top scrubbing, and refinishing of vinyl composition tile (VCT) floors. Work may occasionally include cleaning Terrazo hard flooring. Should any services, functions or responsibilities, not specifically described in IFB, be necessary for the proper and customary performance and provision of the services, they shall be deemed as being implied and included within the scope of the services to the same extent and in the same manner as if specifically described herein

Areas to be cleaned shall typically include, but not limited to: classrooms; offices; cubicles; foyers; corridors; hallways; entryways; elevators; lobbies; closets; conference rooms; media centers, cafeterias, auditoriums, restrooms, and all other hard floor surface areas common in an educational facility.

23. Scope of Work: Bidder shall adhere to the following, but not limited to, procedures in the performance or work:

23.1 Pre-Cleaning Inspection:

In developing Work Proposal, Bidder and Site Representative shall survey the floor work area(s), and:

- Discuss anticipated outcome of cleaning in terms of appearance, etc.;
- Discuss any potential performance issues;
- Determine furniture moving requirements, if any (out only or out/in);
- Establish building access and security procedures;
- Discuss floor drying environment and possible need for HVAC climate control and/or floor fans;
- Establish the performance schedule;
- Perform measurement of all defined hard floor areas;
- Prepare a summary listing each floor location (room #) and measurement (sq. ft.) as attachment to Work Proposal.

23.2 Furniture/Equipment Moving:

- If directed, remove (move-out) all furniture, equipment, and other items that occupy carpet areas to be cleaned including, but not limited to: student desks and chairs; office chairs; chair-mats; tables (with or without casters); trash cans; carts, and; area rugs;
- Bidder shall not be responsible for cleaning surfaces that may be blocked by heavy furniture or equipment (> 75 lbs.) that are not on casters and cannot be easily moved, or associated with complexly wired equipment (i.e., computers, printers, etc.);
- No chairs, wastepaper baskets or other similar items shall be stacked on desks, tables or windowsills. Items on desktops, filing cabinets, tables, and bookcases shall not be disturbed;
- If directed, return (move-in) all furniture, equipment, and other items to their original position upon completion of cleaning work. Leave the entire area exactly as it was before cleaning.

23.3 Cleaning/Refinishing

- Strip (or top scrub) floors of layers of soiled finish, dirt, heel mark and scuffs, discolorations, and stains prior to applying finishing;
- Rinse floors thoroughly prior to application of floor finish;
- Apply the prescribed number of coats of floor finish, ensuring adequate drying time between coat applications. Drying times may vary depending on environmental conditions;
- Apply no more than (5) coats of finish within a 24-hour period;
- Buff finished or refinished floors sufficiently to present a uniform shine, with no finish buildup along edges or corners;
- Perform all services in strict accordance with manufacturer's recommended procedures for equipment, supplies and floor chemical products;
- Bidder shall exercise adequate precautions to protect building furnishings from damage by its operations. Bidder shall prevent items with metal bottoms that are susceptible to rust (e.g., casters, etc.), and non-metal fixtures (e.g., baseboards, etc.) from making contact with the wet hard floor or from being splashed with cleaning chemicals.

23.4 Environmental Conditions: The District shall construe the commencement of work to mean the acceptance of all environmental conditions at service site. Floor drying times may vary depending on facility environmental conditions resulting in Bidder's employee idle time. For purposes of IFB, idle time shall mean any non-productive time during which employee is still paid. Bidder shall be solely responsible for planning and managing work sequences in such manner to minimize idle time and ensure work progress is continuous and sufficient to meet project schedule. Unless otherwise expressly stated herein, employee idle time, if any, shall be an element of Bidder's overhead burden in unit prices bid.

Bidder shall immediately advise Site Representative of any such conditions that may cause delay in established project schedule. In such event, the District, at its sole discretion, may employ additional climate control measures to facilitate drying time.

23.4 Final Inspection:

- Upon completion of project work, perform a final inspection of entire work area with Site Representative;
- Note any work deficiencies and observed damage to building furnishings;
- Correct any noted work deficiencies and remedy any damage within the time specified herein;
- Return any provided keys. If lost, Bidder shall be responsible for the cost of replacement keys and any costs associated with re-keying the facility if it becomes necessary;
- Submit an invoice for payment.

24. Service Sites: Refer to Appendix C for a list of potential District facility sites that may request services under the pending contract.

25. Floor Care Chemicals: Bidder shall be responsible for estimating and documenting the type and quantity of floor care products required for each project on Work Proposal form. The ordering service site shall purchase and provide all floor care chemicals necessary for the completion of project based on information provided therein. Bidder shall not provide any floor care chemicals. The Facilities Department has approved the following floor care chemicals for general use within the District. Refer to Appendix B, Technical Data Sheets, for detailed product information.

Manufacturer: National Chemical Laboratory (NCL)

1. Floor Finish: NCL 24/7; #NCL-0563-21; 5 gal pail
2. Floor Stripper: NCL Bare Bones; #NCL-1058-21; 5 gal pail
3. Floor Cleaner: NCL Enhance Neutral Cleaner; #NCL-0935-29; 4 gal/cs.
4. Restorer: NCL Spit Shine; #NCL-0575-29; 4 gal/cs.

Bidder shall not provide or use any other manufacturer chemical products without the expressed written approval of the District's Custodial Coordinator.

Chemical Safety Data Sheets (SDS) shall be available prior to commencement of work upon request. Bidder's assigned personnel must understand and comply with all manufacturer's instructions and recommendations for chemical use and application. Bidder shall be solely responsible for ensuring strict adherence to manufacturer's recommendations in regards to application, dilution ratios, environmental conditions, required equipment, etc. Bidder shall only use chemicals for their intended purpose. It is imperative that manufacturer's application spread ratios be in accordance with product label instructions. SBAC shall provide training to Bidder's personnel on the use of floor care chemicals upon request.

26. Surplus Chemicals/Empty Containers: All floor care chemical products provided to Bidder for any project shall remain the property of SBAC. Upon completion of project, Bidder shall be responsible for immediately returning all unopened full, partially full, and empty chemical product containers to the ordering school or department. SBAC reserves the right to withhold payment for service work equal to the cost of any unaccountable chemicals in dispute resulting from Bidder's failure to adhere to this requirement.

27. Floor Care Equipment Maintenance: All floor care equipment machines used in the performance of contract shall be commercial grade and be subject to the approval of District. Bidder shall be solely responsible for maintaining and regularly servicing said equipment in accordance with manufacturer's recommendations. Equipment shall be kept in prime operating condition, capable of performing all work described herein. Bidder understands that having the necessary and operable equipment is critical to the performance of the contract. The failure of Bidder to complete any project due to not having the necessary equipment shall be grounds for contract termination.

ATTACHMENT C
FORM OF PROPOSAL
IFB 19-24
HARD FLOOR CLEANING SERVICES –
ANNUAL CONTRACT

Instructions: Bid unit price, as per defined unit of measurement (sq./ft.), for each specified service category as listed below. Decimals may be carried a maximum three places (0.000) for each unit price bid. Submit pricing for all service categories; partial Bids are not acceptable.

Unit prices shall be inclusive of all aspects of services required including: technical expertise; supervision; qualified labor; field measurement; customary equipment, tools, and trade accessories; all materials and supplies (excluding chemicals); transportation; travel time; insurance; profit; and, all other services that are necessary for the proper execution and performance of contract. It is the intent of the District that this be a full service. The District shall not allow minimum order requirements in any form as part of the contract. No other charges or surcharges (i.e., mileage, fuel, travel time, mobilization charge, etc.) shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices offered shall be firm and fixed for the term of the contract and any subsequent renewal periods. Bidder shall not change, alter, or otherwise modify the Form of Proposal in any form or manner. Any modification of Form of Proposal by Bidder may result in disqualification of Bid.

Stated quantities are for Bid tabulation purposes only, and not intended as a representation of the District's actual requirements.

#	Service Category	Est. Qty.	U/M	Unit Price per Sq. Ft.	Extend Amount
1.	<u>Existing Floor:</u> Strip/Clean/Finish – 5 Coats	50,000	Sq. Ft.	\$ /SF	\$
	⬆ SBAC shall be responsible for moving furniture out/back-in				
2.	<u>New Floor:</u> Strip/Clean/Finish – 5 Coats	12,000	Sq. Ft.	\$ /SF	\$
	⬆ SBAC shall be responsible for moving furniture out/back-in				
3.	<u>Existing Floor:</u> Top Scrub/Clean/Finish – 2 Coats	12,000	Sq. Ft.	\$ /SF	\$
	⬆ SBAC shall be responsible for moving furniture out/back-in				
4.	<u>Existing Floor:</u> Top Scrub/Clean/Finish – 3 Coats	20,000	Sq. Ft.	\$ /SF	\$
	⬆ SBAC shall be responsible for moving furniture out/back-in				
5.	Move Furniture Out <u>only</u>	15,000	Sq. Ft.	\$ /SF	\$
	⬆ SBAC shall be responsible for moving furniture back-in				
6.	Move Furniture Out/Back-in (complete moving service)	20,000	Sq. Ft.	\$ /SF	\$
Award Total:					\$

Bidder is advised prior to submission of Bid to check the Purchasing Department website for any Addenda that may have been issued.

Acknowledgement of receipt of addenda (if applicable):

_____ Addendum No. 1
(initial here)

_____ Addendum No. 2
(initial here)

QUESTIONNAIRE:

Facility Information

Location of facility from which personnel shall be dispatched under the contract:

Firm Name: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Title: _____

Phone #: _____ Fax #: _____

Contact Information

Designated Account Representative:

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Second Contact (if Account Representative is not available):

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Designated Project Manager responsible for conducting inspections, taking measurements, and generating work proposals:

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Business Operations

- Does your firm have the ability and experience to perform all services as described? ☐ Yes ☐ No
If no, list exceptions and provide explanation with Bid submittal.
- Is it your firm's intent to subcontract any part of this contract? ☐ Yes ☐ No
If yes, provide subcontractor information with Bid submittal.
- Is your business office staffed during regular business hours? ☐ Yes ☐ No
- State regular business hours: _____ to _____

Experience

- Years in business under present name: _____
- Years in business providing contact services to commercial accounts in:
State of Florida: _____ Alachua County: _____
- Is your firm currently servicing commercial accounts within Alachua County: ☐ Yes ☐ No

Equipment

Does your firm currently have in possession all equipment necessary to perform contract services? ☐ Yes ☐ No

List all floor equipment machines that will be available for use under the pending contract.

Manufacturer	Make/Model #	Year Purchased	RPM (if applicable)

Personnel

Current number of Service Technicians that shall be available under the pending contract? _____

Do all Service Technicians meet all qualifications as specified? ☐ Yes ☐ No

List each Service Technician that will be available for assignment under the pending contract:

1. Name: _____
Years of practical experience working in the service trade: _____
Date employed by firm: _____
2. Name: _____
Years of practical experience working in the service trade: _____
Date employed by firm: _____
3. Name: _____
Years of practical experience working in the service trade: _____
Date employed by firm: _____
4. Name: _____
Years of practical experience working in the service trade: _____
Date employed by firm: _____
5. Name: _____
Years of practical experience working in the service trade: _____
Date employed by firm: _____

References

Provide a minimum of (05) references from commercial accounts or other public agencies within the State of Florida that your firm has provided contract services within the past two (02) years. A minimum of two (02) references shall be for project work performed for accounts located within Alachua County.

1) Company/Organization name: _____

Address: _____ City/State/Zip: _____

Contact name: _____ Title: _____

Telephone #: (_____) _____ Date project completed: _____

Under current contract: ☐ Yes ☐ No Contract Amount: \$ _____

Total hard floor service area (sq. ft.): _____

Description of services provided: _____

2) Company/Organization name: _____

Address: _____ City/State/Zip: _____

Contact name: _____ Title: _____

Telephone #: (_____) _____ Date project completed: _____

Under current contract: ☐ Yes ☐ No Contract Amount: \$ _____

Total hard floor service area (sq. ft.): _____

Description of services provided: _____

3) Company/Organization name: _____

Address: _____ City/State/Zip: _____

Contact name: _____ Title: _____

Telephone #: (_____) _____ Date project completed: _____

Under current contract: ☐ Yes ☐ No Contract Amount: \$ _____

Total hard floor service area (sq. ft.): _____

Description of services provided: _____

4) Company/Organization name: _____
Address: _____ **City/State/Zip:** _____
Contact name: _____ **Title:** _____
Telephone #: (_____) _____ **Date project completed:** _____
Under current contract: ☐ Yes ☐ No **Contract Amount:** \$ _____
Total hard floor service area (sq. ft.): _____
Description of services provided: _____

5) Company/Organization name: _____
Address: _____ **City/State/Zip:** _____
Contact name: _____ **Title:** _____
Telephone #: (_____) _____ **Date project completed:** _____
Under current contract: ☐ Yes ☐ No **Contract Amount:** \$ _____
Total hard floor service area (sq. ft.): _____
Description of services provided: _____

ATTACHMENT D SCHOOL BOARD OF ALACHUA COUNTY SERVICE SITES				
#	SERVICE SITE	ADDRESS	CITY	ZIP
	Elementary Schools (22)			
1	Alachua	13800 NW 152 Place	Alachua	32615
2	Archer Community	14533 SW 170 TH St.	Archer	32618
3	Chiles, Lawton	2525 Schoolhouse Rd.	Gainesville	32608
4	Finley, J.J.	1912 NW 5 TH Ave.	Gainesville	32603
5	Foster, Stephen	3800 NW 6 TH St.	Gainesville	32609
6	Glen Springs	2826 NW 31 ST Ave.	Gainesville	32605
7	Hidden Oak	2100 Ft. Clarke Blvd.	Gainesville	32606
8	High Springs Community	1015 N. Main	High Springs	32643
9	Idylwild	4601 SW 20 TH Terr.	Gainesville	32608
10	Irby, W.W.	13505 NW 140 TH St.	Alachua	32615
11	Lake Forrest	4401 SE 4 TH Ave.	Gainesville	32641
12	Littlewood	812 NW 34 TH St.	Gainesville	32605
13	Meadowbrook	11525 NW 39 TH Ave.	Gainesville	32606
14	Metcalf, W.A.	1250 NE 18 TH Ave.	Gainesville	32609
15	Newberry	25705 SW 15 TH Ave.	Newberry	32669
16	Norton, C.W.	2200 NW 45 TH Ave.	Gainesville	32605
17	Rawlings, M.K.	3500 NE 15 TH St.	Gainesville	32609
18	Shell, Chester	21633 SW 65 Ave.	Gainesville	32640
19	Talbot, WM. S.	5701 NW 43 RD St.	Gainesville	32653
20	Terwilliger, Myra	301 NW 62 ND St.	Gainesville	32607
21	Wiles	4601 SW 75 TH St.	Gainesville	32608
22	Williams	1245 SE 7 TH Ave	Gainesville	32641
	Middle Schools (07)			
23	Bishop, Howard	1901 NE 9 TH St.	Gainesville	32609
24	Fort Clarke	9301 NW 23 RD Ave.	Gainesville	32606
25	Kanapaha	5005 SW 75 TH St.	Gainesville	32608
26	Lincoln, Abraham	1001 SW 12 TH St.	Gainesville	32641
27	Mebane, A.L.	16401 NW 140 TH St.	Alachua	32615
28	Oak View	1203 SW 250 TH St.	Newberry	32669
29	Westwood	3215 NW 15 TH Ave.	Gainesville	32605
	High Schools (07)			
30	Buchholz, F.W.	5510 NW 27 TH Ave.	Gainesville	32606
31	Eastside	1201 SE 43 St.	Gainesville	32641
32	Gainesville	1900 NW 13 TH St.	Gainesville	32609
33	Hawthorne Middle/High	21403 SE 69 Ave.	Hawthorne	32640
34	Loften	3000 E. University Ave.	Gainesville	32641
35	Newberry	400 SW 258TH St.	Newberry	32669
36	Santa Fe	16331 NW U.S. 441	Alachua	32615

continued....

ATTCHMENT D				
	Centers (09)			
37	A.Q. Jones Center	1108 NW 7 TH Ave.	Gainesville	32601
38	Camp Crystal Lake	6724 Camp Crystal Rd.	Stark	32091
39	Duval Early Learning Academy	2106 NE 8 TH Ave.	Gainesville	32641
40	Fearnside Family Service	3600 NE 15 TH St.	Gainesville	32609
41	Horizon Center	2802 NE 8 TH Ave.	Gainesville	32641
42	Prairie View Academy	1801 SE 35 TH Ave.	Gainesville	32641
43	Regional Detention	3440 NE 39th Ave.	Gainesville	32609
44	Sidney Lanier Center	312 NW 16 TH Ave.	Gainesville	32601
45	Traffic Safety Center	3501 NE 12 TH St.	Gainesville	32609
	Ancillary Sites (06)			
46	District Center	620 E. University Ave.	Gainesville	32601
47	Manning Adm. Annex	1817 E. Universtiy Ave.	Gainesville	32641
48	Oscar Servin Building	1725 SE 1st Ave.	Gainesville	32641
49	Sivia Center Complex	3700 NE 53 RD Ave.	Gainesville	32609
50	Physical Distribution Center	1800 SE Hawthorne Rd.	Gainesville	32641
51	Transportation Dept.	1800 SE Hawthorne Rd.	Gainesville	32641



WORK PROPOSAL
 (Submit as Attachment to Work Proposal)
IFB NO. 19-24
HARD FLOOR CLEANING SERVICES

Work Location:		Ref. #	
Contractor:		Date:	____/____/____
Submitted By:		Submitted To:	
Phone #:		Email:	

Description of Work: _____

Estimate Required Floor Chemicals: Floor Finish ____ pails; Stripper ____ pails; Floor Cleaner ____ gals; Restorer: ____ gals

Required Information – Contractor shall provide estimate below as basis of proposal in accordance with awarded contract.

Item #	Service Description	Estimated Total (Sq. Ft.)	U/M	Unit Price	Extend Amount
1	Existing Floor: Strip/Clean/Finish – 5 Coats		Sq. Ft.	\$	\$
2	New Floor: Strip/Clean/Finish – 5 Coats		Sq. Ft.	\$	\$
3	Existing Floor: Top Scrub/Clean/Finish – 2 Coats		Sq. Ft.	\$	\$
4	Existing Floor: Top Scrub/Clean/Finish – 3 Coats		Sq. Ft.	\$	\$
5	Move Furniture Out Only		Sq. Ft.	\$	\$
6	Move Furniture Out/Back-In		Sq. Ft.	\$	\$
Total					\$

Contractor hereby proposes to furnish labor, complete in accordance with referenced IFB and the above specifications, for the following amount:

☒ FIRM FIXED PRICE

_____ Dollars \$_____. ____

Time for completion: The work shall be commence on: ____/____/____, and be completed by: ____/____/____

Contractor: It is agreed and understood that all work performed shall comply strictly with the requirements of the above-referenced contract. Any alteration or deviation from above specifications involving extra costs shall be approved by the SBAC District Representative prior to commencement of work.

Authorized Signature: _____ Date: ____/____/____

Acceptance of Proposal by School Board of Alachua County: The above prices, specifications and conditions are hereby accepted.

Reviewed by: _____

Authorized Signature: _____ Date: ____/____/____ ☐ P-Card ☐ PO

Completion of Work: Contractor certifies that all work described herein has been inspected and found to be complete, in accordance with the contract. Payment in full is hereby requested.

Authorized Signature: _____ Date: ____/____/____

Release for Payment: The School Board of Alachua County has inspected the work described herein, found it to be complete in accordance with the contract, and hereby authorizes payment in full to the Contractor.

Authorized Signature: _____ Date: ____/____/____

Funding Account String: _____ - _____ - _____ - _____ - _____ - _____ \$_____.

APPENDIX B

NCL FLOOR CARE PRODUCTS

TECHNICAL DATA SHEETS

1. FLOOR FINISH – NCL 24/7
2. STRIPPER – NCL BARE BONES
3. NEUTRAL FLOOR CLEANER – NCL ENHANCE
4. ULTRA HIGH SPEED KLEEN & BURNISH – NCL SPIT SHINE



24/7®

Extended Performance Floor Finish

DESCRIPTION

24/7 is a new, highly advanced floor finish with superior "off-the-mop" initial gloss. This ultra-high solids formula provides exceptional film clarity, repels soil and scratches, and extends the time between stripping cycles from 18 to 36 months. A wet-look gloss floor finish incorporating proprietary polymer technology producing outstanding long-term clarity, excellent abrasion resistance and extended durability. Excellent scrub and re-coat performance easily extends the time between stripping cycles from 18 to 36 months.

PRODUCT FEATURES / BENEFITS

- Easy to Apply / Dries quickly, levels beautifully, no re-coat attack.
- Ultra-High Solids / Save time and labor with fewer coats
- Scuff, scratch and abrasion resistant / Minimizes maintenance requirements
- Repels Dirt / Stays clean, clear and bright longer
- Highest "Off-The-Mop" Gloss / Floors look beautiful, right from the start.
- Excellent Burnish Response / Easily maintain wet-look gloss for extended period of time.
- Exclusive Micro Molecular Technology/ Superior durability, extremely consistent surface excel at long term performance.

DIRECTIONS FOR USE

Floor Preparation: Strip old finish and wax using your preferred NCL floor stripper following label directions. For baseboards and corners, use an NCL baseboard stripper following label directions. If necessary, rinse thoroughly with clean water and allow to completely dry.

Application: Using a clean mop or applicator apply a thin uniform coats of 24/7 Extended Performance Floor Finish. Allow to dry for a minimum of 30 minutes after each coat. Do not apply more than 4 coats in a 24 hour period. Floor should be thoroughly dry before traffic is allowed in area.

Buffing and Burnishing: 24/7 Extended Performance Floor Finish is an ideal for use in no-buff or buffing programs using all speeds of buffing or burnishing machines. Prior to buffing or

burnishing dust mop the floor surface using an NCL dust mop treatment. Buff or dry burnish using an NCL Aqua Magic buffing pad. For spray buffing, mop-on or autoscubber restoring use a preferred NCL gloss restorer.

Routine Maintenance: Dust mop using mop treated with an NCL dust mop treatment. Damp mop or clean with an automatic scrubber using your preferred NCL neutral floor cleaner following label directions.

Scrub and Recoat: When routine maintenance and buffing/ burnishing no longer responds as needed, scrub and recoat using an NCL scrub and recoat cleaner following label directions.

SPECIFICATIONS

Type	Pure acrylic polymers
Coverage (sq. ft / gal)	2,500 - 3,000
pH	8.2 ± 0.3
Drying Time (minutes)	30
% Styrene (Free Monomer)	0.0

Specific Gravity (g/cc)	1.03 ± 0.01
Color	White, opaque liquid
Odor	Typical acrylic
Powdering	None
Flash Point	None
Slip Resistant	Yes
Shelf Life	1 year minimum in original unopened container

SAFETY INFORMATION

KEEP OUT OF THE REACH OF CHILDREN.

Precautionary statement

Prevention: Observe good industrial hygiene practices.

Response: Wash thoroughly after handling.

Storage: Store away from incompatible materials.

Disposal: Dispose of contents/container in accordance with local/ regional/national/international regulations.

This product is not known to be a "Hazardous Chemical" as

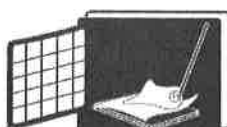
defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Additional safety measures:

Read the entire label and SDS before using this product, and for additional first-aid measures. SDS for this product is available on the web at www.nclonline.com

KEEP FROM FREEZING

For Commercial and Industrial Use Only



FLOOR CARE



World Class Cleaning Solutions®

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www.nclonline.com • e-mail: info@nclonline.com



BARE BONES®

No-Rinse / No Scrub Liquifying Stripper

DESCRIPTION

A 55% active speed stripper that easily cuts through multi-layers of burnished floor finish. This "true" no-rinse stripper does not contain potassium hydroxide or sodium hydroxide yet is the fastest working liquifier on the market. Low foaming, no scrub and no rinse features make this product a must for all professional floor care systems.

PRODUCT FEATURES / BENEFITS

- Low foaming / Can be used through automatic scrubbers
- Contains no potassium or sodium hydroxide / Safe for personnel & flooring
- Requires no rinsing / Saves time by eliminating neutralizing and rinsing
- No scrubbing machine needed / Reduces equipment costs & can be used in hard to get to places
- 55% Active / High use dilution for greater economy

DIRECTIONS FOR USE

For the rapid removal of all floor finishes and waxes from resilient flooring including: vinyl, vinyl asbestos, vinyl composition, asphalt, linoleum, and rubber tiles. Also ideal for finished non-resilients such as: terrazzo, marble, ceramic, quarry tile, ceramic, quarry tile, concrete, and poured epoxy flooring. Although excellent for any type of equipment, greatest savings are realized when using automatic scrubbing equipment.

Dilute **BARE BONES®** following dilution recommendations below. Dilute using cold or mildly warm water only.

Light/Normal Buildup: 8 oz per gallon of water (1:16)

Heavy Buildup (Burnished): 20 oz per gallon of water (1:5)

Mop/Wet Vacuum Stripping System: Apply liberally with a mop to an area small enough so as not to allow the product to

dry and allow to stand for 3 to 5 minutes. Agitate with a mop and remove solution and old finish with a wet vacuum. Allow floor to dry thoroughly and apply new finish as directed by manufacturer. If complete stripping is not accomplished repeat the above procedure before re-application of recommended NCL Floor Finish.

Floor Machine Stripping System: Allow to stand for 3 to 5 minutes, scrub with a rotary floor machine or automatic scrubber equipped with stripping pads. Remove solution and old finish with a wet vacuum and allow floor to dry completely. If desired, a rinsing step can be added. Apply recommended NCL Floor Finish as per instructions.

Note: Asphalt tile, Linoleum, and other sensitive floor surfaces may be damaged by contact with stripping solution. We recommend that a spot test be conducted before general use.

SPECIFICATIONS

Color	Clear
Odor	Sassafras
pH	11.7 ± 0.3
Flash Point	201°F (94°C) TCC
Upper Cloud Point	> 130°F
Lower Cloud Point	< 33°F
Viscosity (cps)	< 5

Water Solubility	Complete
Finish Removal	Excellent
Damage to Resilient Tiles	Minimal
Density (lbs/gal)	8.1 ± 0.1
Specific Gravity (g/cc)	0.97 ± 0.01
Free Rinsing	Yes
Low Foaming	Yes
Shelf Life	1 year minimum in original unopened container

SAFETY INFORMATION

DANGER: CAUSES SEVERE SKIN BURNS AND EYE DAMAGE. HARMFUL IF SWALLOWED, IN CONTACT WITH SKIN OR IF INHALED. MAY CAUSE RESPIRATORY IRRITATION. KEEP OUT OF THE REACH OF CHILDREN



Precautionary statement:

Prevention:

Do not breathe mist or vapor. Use only in well-ventilated areas. Wear protective gloves/clothing and eye/face protection. Do not eat, drink or smoke when using this product. Wash thoroughly after handling. Keep out of reach of children

Response:

If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse

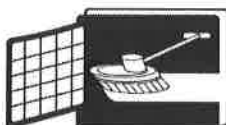
skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.

Storage:

Store locked up. Store in a well-ventilated place. Keep cool.

Disposal: Dispose of contents/container in accordance with local/regional/national/international regulations.

Additional safety measures: Read the entire label and SDS before using this product, and for additional first aid measures. SDS for this product is available on the web at www.nclonline.com
FOR COMMERCIAL AND INDUSTRIAL USE ONLY.



Stripper



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ENHANCE™

Neutral Floor Cleaner

DESCRIPTION

An alkaline-free cleaner designed for maintaining wet-look gloss floor finishes. Low to moderate foaming, this balanced detergent formula emulsifies soils for easy film free cleaning. May be used through an automatic scrubber. Fresh lemon fragrance provides a pleasant scent.

PRODUCT FEATURES / BENEFITS

- No rinsing required / Concentrated formula
- Leaves room with fresh clean scent / Works on all types of soiling conditions
- Effective under hard water conditions / Excellent for floor care maintenance

DIRECTIONS FOR USE

Dilute ENHANCE™ using the chart below as a guideline, in warm or cold water.

Soil Conditions	Dilution Rate
Light Soil	1 oz. per gallon*
Moderate Soil	2 - 4 oz. per gallon
Heavy Soil / General Purpose Cleaning	6 - 8 oz. per gallon

* No rinsing required

Mopping: Fill the mop bucket with ENHANCE™ solution diluted according to the chart. Apply solution to the floor liberally with a mop and allow to stand for 3 to 5 minutes. Agitate as needed to

loosen soils. Remove solution from floor with mop and bucket or wet-dry vacuum. Allow floor to dry thoroughly.

Automatic Scrubbing: Fill the automatic scrubber with ENHANCE™ solution diluted according to the chart. Mount scrub brushes or red scrub pads on drive block. One Pass Method: With the solution valve open, brushes or red pads down and rotating at medium pressure, squeegee down and vacuum on, scrub the floor and pick up solution in one pass. Pick up any trails or puddles using a clean mop and clean water. Allow floor to dry thoroughly.

SPECIFICATIONS

Color.....	Yellow
Fragrance	Lemon
pH (Concentrate)	7.5 ± 0.5

Specific Gravity (g/cc).....	1.00 ± 0.01
Density (lbs/gal).....	8.35 ± 0.1
Floor finish maintenance compatible	Yes
Film Free	Yes

SAFETY INFORMATION

KEEP OUT OF THE REACH OF CHILDREN.

Precautionary statement

Prevention: Observe good industrial hygiene practices.

Response: Wash hands after handling.

Storage: Store away from incompatible materials.

Disposal: Dispose of contents/container in accordance with local authority requirements.

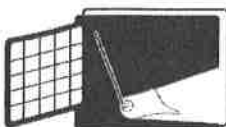
This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

All components are on the U.S. EPA TSCA Inventory List.

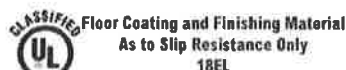
Additional safety measures:

Read the entire label and SDS before using this product, and for additional first-aid measures. SDS for this product is available on the web at www.nclonline.com.

For Commercial and Industrial Use Only



CLEANER/MAINTAINER



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TDS-0935-1014



SPIT SHINE

Ultra High Speed Kleen & Burnish

DESCRIPTION

A unique burnishing solution designed to clean, repair, protect and enhance floor finish gloss. This blend of penetrants, moisturizers, polishing agents and polymers provides maximum flexibility to floor finishes. Can be applied to floor coating through the use of an auto scrubber or by simply mopping onto the floor. Will produce exceptional results on any type of floor finish.

PRODUCT FEATURES / BENEFITS

- Enhances deep wet look gloss of finish / Maximum user appeal
- Cleans and polishes in one step / Saves labor costs
- Adds protection to wear layer of finish / Increases scuff and scratch resistance
- "Hardens" finish film / Enhanced wearability of floor finish
- Multipurpose formulation / Reduces inventory

DIRECTIONS FOR USE

A premium quality, thermal reactive solution that can be applied to any type of water-based floor finish or sealer. May be used with an auto scrubber or by mopping solution onto the floor. Appropriate for any resilient or stone floor coated with a quality floor finish.

Auto-Scrub Method:

- Dust mop or sweep floor.
- Dilute SPIT SHINE 2-4 ounces per gallon of cool water. Scrub floor with SPIT SHINE and pick up solution.
- Allow floor to dry completely.
- Burnish floor using recommended pad.

Mop-On Method:

- Dust mop or sweep floor.
- Dilute SPIT SHINE 1-2 ounces per gallon of cool water. Mop floor clean with SPIT SHINE and pick up soil with tightly wrung out cleaning mop.
- Allow floor to dry completely.
- Burnish floor using recommended pad.

Spray Buffing:

- Place SPIT SHINE into a trigger sprayer or other suitable spraying device.
- Apply a very light mist of SPIT SHINE to a small area directly in the path of the floor machine and immediately burnish to a high gloss.
- A heavier application may be made directly on black heel marks or heavily worn areas.

SPECIFICATIONS

Type	Blended emulsion
pH	8.8 ± 0.2
Color	Light blue, opaque liquid
Odor	Puri
Film Appearance	Clear
Powdering	None
Flash Point	None
Slip Resistant	Yes

Freeze Thaw Stable	Yes (3 cycles)
Gloss Restoration	Outstanding
Leveling	Excellent
Black Mark Resistance	Excellent
Soil Resistance	Superior
Scuff Resistance	Superior
Recoatability	Excellent
Durability	Excellent
Shelf Life	1 year minimum in original unopened container

SAFETY INFORMATION

KEEP OUT OF THE REACH OF CHILDREN.

Precautionary statement

Prevention: Observe good industrial hygiene practices.

Response: Wash thoroughly after handling.

Storage: Store away from incompatible materials.

Disposal: Dispose of contents/container in accordance with local/regional/national/international regulations.

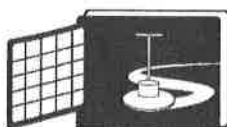
This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

Additional safety measures:

Read the entire label and SDS before using this product, and for additional first-aid measures. SDS for this product is available on the web at www.nclonline.com

KEEP FROM FREEZING.

For Commercial and Industrial Use Only



RESTORER



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