

SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>		INVITATION FOR BID Bidder Acknowledgement and Acceptance Form	
BID TITLE: HVAC CONTROL SYSTEM EQUIPMENT & SUPPLIES – ANNUAL CONTRACT		BID NO. 19-32	
DELIVERY F.O.B. DESTINATION: Fred G. Sivia Center, Attn: Facilities Department, 3700 NE 53 rd Ave., Gainesville, FL (32609)		ISSUE DATE: February 01, 2019 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844) 269-9018	
BID DUE DATE AND TIME: February 15, 2019, at 3:00:00 p.m. 		BID OPENING: Purchasing Department	
A pre-bid meeting is scheduled for N/A. This is a N/A meeting.			

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 will routinely utilize a Visa™ purchasing card in place of a purchase order to make purchases under this IFB. 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:

<p>School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601</p>
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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 #19-32, HVAC CONTROL SYSTEM EQUIPMENT & SUPPLIES", TO BE OPENED AT 3:00 P.M., FEBRUARY 15, 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 LUNS福德 ACT – BIDDER AFFIRMATION FORM
-  SMALL/MINORITY BUSINESS ENTERPRISE FORM
-  COMMON CARRIER INSURANCE WAIVER REQUEST FORM
-  INSURANCE CERTIFICATION FORM
-  ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
-  ATTACHMENT B - GENERAL/TECHNICAL SPECIFICATIONS
-  ATTACHMENT C - FORM OF PROPOSAL

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"/>	Principal Place of Business Form	4
<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"/>	Common Carrier Insurance Waiver Request Form	8
<input type="checkbox"/>	Insurance Certification Form	9
<input type="checkbox"/>	Attachment C – Form of Proposal	26-30
<input type="checkbox"/>	Questionnaire	32-34
<input type="checkbox"/>	References	35

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 19-32, HVAC Control System Equipment & Supplies
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 19-32, HVAC Control System Equipment & Supplies	
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 19-32, HVAC Control System Equipment & Supplies	
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 IFB 19-32, HVAC Control System Equipment & Supplies
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 barred 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, of 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.
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 66-72 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 (I), 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.
74. **PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES**: A Bidder that, at the time of bidding or submitting a Bid for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more." Section 215.473 defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit." By submitting a response to this IFB, Bidder certifies that it and those related entities of respondent as defined above by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473. Any Bidder awarded a contract as a result of this IFB shall be required to recertify at each renewal of the contract that it and its related entities are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. SBAC may terminate any contract resulting from this IFB if Bidder or a related entity as defined above is found to have submitted a false certification or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Notwithstanding the preceding, SBAC reserves the right and may, in its sole discretion, on a case by case basis, permit a Bidder on such lists to be eligible for, bid on, submit a proposal for, or enter into or renew a contract, should SBAC determine that the conditions set forth in Section 287.135(4) are met

ATTACHMENT B
GENERAL/TECHNICAL SPECIFICATIONS
IFB 19-32
HVAC CONTROL SYSTEM EQUIPMENT & SUPPLIES –
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 solicit multiple sources of supply, and establish a term contract for the purchase and delivery of heating, ventilation, air conditioning (HVAC) control system equipment and supplies that are common and necessary to the operations and infrastructure of a K-12 educational facility. SBAC currently serves a population of approximately 29,000 students, located in forty-four (44) schools and centers. The District also maintains five (05) other ancillary facility sites and approximately 245 portable buildings. HVAC control systems are integral and critical to the operations of our facilities.

Due to the age of many of our control systems, it is anticipated that there will be several projects per year requiring the purchase of new HVAC control system equipment and supplies. In the second quarter (Oct. – Dec.) of the ‘18-‘19 school year alone, seven (07) buildings within our District received BAS upgrades.

The intent of this agreement is to document the terms of purchase for each awarded Bidder, and to secure the most favorable educational pricing/discounts available commensurate with the District’s potential purchasing volume. Product orders shall be placed by designated staff of the Facilities Department (hereinafter “Department”) on an “as needed” basis throughout the term of the contract, and may significantly vary in volume relative to scope of project work. By submission of Bid, Bidder agrees to extend contract discounted pricing thereto, and to make delivery of purchased products to any and all schools, centers, and departments within the District.

It shall be the responsibility of Bidder to provide all supervision, labor, delivery, and other services that are necessary for the proper execution and performance of contract. Bidder shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and ability as is necessary to perform all services in a manner that is safe, effective, efficient, environmentally acceptable, compatible with industry standards, and compliant with all regulatory requirements.

2. Tentative Schedule:

- | | |
|---------------------------|--------------------------------|
| ▪ February 01, 2019 | Invitation for Bid Issued |
| ▪ February 08, 2019..... | Last Day to Submit Questions |
| ▪ February 15, 2019 | Bid Due Date |
| ▪ February 19, 2019..... | Recommendation to School Board |
| ▪ March 05, 2019 | Planned Award Date |

3. Basis for Award: The District anticipates making award of a contract on a lot-by-lot basis to the low, responsive, and responsible Bidder(s) 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. Bidders shall not be required to bid all lots to participate in this IFB. The District may 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 to reject or accept any Bid or part thereof that in its judgment will be in the best interest of the District.

3.1 Lots A – D (Line Item Price): Award of a firm-fixed price contract shall be made on a lot-by-lot basis to the low, responsive, and responsible Bidder(s) in the opinion of the District.

3.2 Lot E (Catalog Discount): Award shall be made on a line-by-line basis, at the discretion of the Purchasing Department, to those responsive and responsible Bidders who comply with the following conditions, as listed in descending order of preference:

- A. Utilizes a method whereas the net delivered price is easily derived and verifiable from a documented and readily available published source. Bidders who make it standard business practice to “call for pricing” or do not have the means to verify pricing shall not be considered;
- B. Approved by one (01) or more of specified manufacturers to represent its product line to the District;

- C. Utilizes a published catalog, descriptive price list, electronic catalog and/or on-line catalog that references represented manufacturer(s). Pricing source may be either manufacturer or Bidder's catalog;
- D. Accepts the District's Visa™ Purchasing Card and official District purchase orders;
- E. Offers a competitive fixed discount and shipping terms that result in favorable net delivered pricing to the District;
- F. Provides the level of service required by District in regards to:
 - product sales expertise and support;
 - product availability;
 - delivery time for normal and expedited delivery;
 - order processing;

4 Contract: The contract shall consist of the IFB, any addenda issued thereto, submitted Bid response, and award letter. Unless otherwise stipulated in IFB, no other contract documents shall be issued or accepted.

5. Contract Term: The contract term shall be approximately two (02) years, beginning on or about March 06, 2019 and ending February 28, 2021. The contract may thereafter 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 contract renewal, the Purchasing Department shall send an offer letter to Bidder at minimum (30) days prior to the end of the current contract period. Bidder shall be notified when recommendation has been acted upon by the School Board.

6. Contract Value: Due to the difficulty of determining the needs of the Facilities Department for the items represented in this contract, an annual projection of expenditures cannot accurately be given. Any quantities stated are for Bid tabulation purposes only and are not intended to be a definitive representation of the quantities to be purchased. The District makes no guarantee, implied or otherwise, as to the value or volume of products that may be purchased under this contract in its total or from any awarded Bidder. It is understood that price/discount offered shall be honored regardless of actual quantity purchased for any and all products. Due to the unique configurations of each individual building site, quantities for each item listed in attachment C, Lots A – D, cannot accurately be estimated. The quantities listed are for tabulation purposes only.

7. Contract Management: All day-to-day operational activities of contract services shall be initiated and coordinated by one or more designated staff (hereinafter "District Representative") under the authority and direction of the Facilities Department.

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.

In order to be considered for award, each prospective Bidder shall meet the following criteria:

- A. Established Business: Bidder shall be an established firm whose sole or primary business includes the provision of HVAC control system equipment and supplies to commercial (business/institutional) accounts. Bidder shall have been continuously engaged in the specified services as the same legal entity for a minimum of three (03) consecutive years. Demonstration of past successful experience with commercial (business/institutional) accounts, within the State of Florida, similar in scope may be required. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;
- B. Product Line: If not a manufacturer, Bidder shall be an authorized retail/wholesale distributor for each manufacturer represented for the duration of the contract. For purposes of contract, distributor shall mean an approved representative of manufacturer authorized to market, offer, and distribute product. By submitting a Bid, prospective Bidder is certifying that they are an authorized seller in "good standing" with the manufacturer, and approved to represent the manufacturer's product line to the District. As evidence of this, SBAC reserves the right to request Bidder to provide a letter of verification from manufacturer. Specific criterion as appropriate to manufacturer and product is further delineated herein.
- C. Location: Bidder shall be located and maintain a warehouse distribution facility within the State of Florida to ensure compliance with the delivery service time requirements of contract. SBAC reserves the right to waive this requirement should Bidder be able to demonstrate, to the complete satisfaction of District, its capability in providing efficient and timely service;

- D. Service: Bidder shall have at time of Bid due date, adequate organization, facilities, and personnel to ensure competent, prompt and efficient service to the District in support of this contract. The criteria used in determining service level shall include, but not be limited to: product inventory levels; mode of transportation; delivery promptness; order fill rate; accuracy of pricing procedures; correct order delivery; and, customer service responsiveness. Specific qualification criteria as appropriate to personnel and service is further delineated herein;
- E. Accounting Practices: Bidder shall have the ability to provide accurate, reliable and timely invoices, statements, utilization reports, credits and other data necessary to accomplish cost audits on products being purchased;
- F. Financial Capacity: Bidder shall have the financial capacity to establish and maintain credit lines as required by manufacturer and have financing adequate to purchase items in the most economical quantities.

SBAC reserves the right 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 within three (03) business days of request. Should SBAC determine, 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 the next apparent lowest Bidder.

9. 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 the: State Requirements for Educational Facilities (SFEF); Florida Administrative Code (FAC); Florida Building Code (FBC), and; National Fire Protection Association (NFPA).

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 addition, should there be a 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.

10. Omissions from the Specifications: Reference Attachment A, "7. Silence of the Specifications": In addition... The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall not negate or infringe on the prime objective of this contract, which is to have quality products furnished and delivered in a responsible, efficient and timely manner as required by the District.

11. Exempt Purchases (Lots A – D): SBAC reserves the right to purchase any product awarded under this contract from any other source or via any other procurement method deemed to be in its best interest, without penalty or prejudice to the District: (A) in the event that Bidder is not able to provide any awarded product or comply with established delivery schedule, or; (B) product is needed prior to scheduled delivery time and Bidder is unable to comply therewith, or; (C) in cases of emergency, or; (D) in fulfillment of Board Policy.

12. Energy Conservation: Bidders shall comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

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. Further, Bidder certifies that no SBAC employee has or shall benefit financially or materially from such IFB or subsequent contract. Any contract issued as a result of this IFB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

14. Product: Any manufacturer names, trade names, brand names, and product numbers used in the specifications herein, are for the purpose of describing and establishing tested, compatible, acceptable and approved products that are of the type and quality required by the District. The District recognizes that certain efficiencies can be realized by standardizing the type of HVAC control system equipment used in its facilities. To that end, all items purchased, from Lots A – C, under the awarded contract shall be for the specified manufacturer, brand name, model, and part number only; no substitutions shall be allowed. No other manufacturer or brand names shall be considered or accepted. The proposal of substitute products shall cause those items to be declared non-responsive.

Should manufacturer's products be discontinued during the course of the contract term, the District reserves the right to review replacement product's conformity to the product bid in attachment C, and make sole and final determination to the product suitability to fit the needs of the District.

14.1. "Or Equal" Products: Please refer to Attachment A, item 9 for additional information. Proposed products that deviate from the established list of products stated in Attachment C shall be considered for Lot D only. Manufacturer's name and model/catalog numbers used are for the sole purpose of identification and to establish general quality level desired. Literature and specifications for proposed "Or Equal" equipment shall be included in each Bid. Product information shall be the most current available and be sufficiently detailed and descriptive so as to permit the District to ascertain a product's suitability and compliance with IFB specifications, and must include sufficient documentary evidence to demonstrate the qualitative, functional, operational, organizational and conformational equivalence of the bid item to the specified item.

Failure to submit product literature/specifications in the time and manner as specified or in sufficient detail to substantiate compliance with specifications may result in product being declared non-responsive. Following evaluation of said literature and specifications, SBAC may require "Or Equal" product samples, which shall be provided by the apparent low Bidder(s) within five (5) business days of request by the Purchasing Department. The School Board shall not buy samples and shall not assume any cost incidental thereto.

At its own expense, Bidder may retrieve samples following evaluation by the Facilities Department. Bids are requested for the items as specified, or item(s) equivalent in design, function and performance. The District reserves the right to reject any bid on the basis of fit, form and function as well as cost. All information furnished on this bid may be used as a factor in determining the award of this contract.

It is the sole responsibility of Bidder to carefully examine the specifications of each listed product to ensure that any proposed "or equal" product meets the specifications as indicated. Bidder shall inform District, as attachment to Bid response, of any product variances, however slight, from listed specifications. The District may disregard minor variations or irregularities from listed specifications if the proposed "or equal" product meets or exceeds the quality and performance levels of product example, and conforms to established industry standards. However, any proposed product that significantly deviates, in the opinion of SBAC, from the specifications of product example including material composition, performance criteria, and other identifiable characteristics, shall be considered non-responsive. SBAC reserves the right to make sole and final determination as to the conformance of product bid to Bid specifications, and to request manufacturer certification of all statements made by Bidder in regards thereto.

15. Product Quality: Unless otherwise specified, all purchased products shall be factory new and unused, the latest model, first quality and fresh stock. Products shall be designed to give satisfactory service when operated under conditions for which they were designed. Each part or part packaging shall be marked with the manufacturer name or trademark, part number and description. Parts not showing name of manufacturer are unacceptable. Refurbished, remanufactured or discontinued products shall not be acceptable unless approved by Department. Any such unacceptable products shall be returned to Bidder at no cost to the District.

16. Product Literature: Bidder shall submit manufacturer published literature and technical specifications for any product purchased under the contract within three (03) business days of request by the Facilities Department. Product information shall be the most current available and be sufficiently detailed and descriptive so as to permit the District to ascertain products suitability and compliance with Bid specifications.

17. General Service Requirements:

- a. **Bidder Availability:** Bidder shall designate one (01) Account Representatives who shall be responsible for assisting District matters regarding product selection, order processing and expediting, quality control, billing, and other service related issues. The representative shall be knowledgeable of contract and be the liaison between the Bidder and Department on all matters pertaining thereto. Designated representative shall respond to all requests for assistance within twenty-four (24) hours of initial contact.
- b. **Communications:** Bidder shall maintain a staffed toll-free telephone and facsimile terminal by which the District may directly and immediately communicate requirements and other messages with sufficient, trained and responsible personnel during normal business hours (Monday – Friday). Email may also be an acceptable form of communication.

- c. **Technical Support:** Technical support shall be available directly from manufacturer on all products provided under this contract. Bidder shall provide manufacturer contact information to District upon request.
- d. **District Calendar:** Each year, the District is closed for Thanksgiving, Winter and Spring holiday breaks, as well as other customary holidays. A complete listing of holiday schedules can be found at www.sbac.edu. It shall be the responsibility of Bidder to maintain a current SBAC calendar and to stay informed of Department operating hours.
- e. **Product Ordering:** All product orders shall be placed by designated personnel of the Facilities Department on an “as needed” basis via Visa™ Purchasing Card or official hard-copy District line-item Purchase Order. All orders shall be honored in strict accordance with the price/discount terms and conditions of contract. It shall be the responsibility of Bidder to immediately notify Department of any anticipated delivery delays.
- f. **Minimum Orders:** Unit price/discount bid shall be based on an order quantity of one (01) or more for both delivered products and products picked-up at local trade outlet. Minimum order requirements shall not be allowed in any form unless to comply with the terms of an additional quantity discount. The District recognizes that shipping is a significant overhead cost component and shall make every reasonable effort to maximize orders when feasible.
- g. **Delivery:** Unit prices and discounts submitted for Lots A - D, as reflected on invoices, shall include delivery F.O.B. Destination, inside delivery, freight prepaid and included, with title of goods transferring to District at time of receipt and acceptance. No common carrier charges shall be honored by SBAC, and any shipping charges billed to the District shall be refused payment. Unless otherwise directed, product orders shall be delivered to: Fred G. Sivia Center, Attn: Facilities Department, 3700 NE 53rd Ave., Gainesville, FL, 32609. Bidder may also be required to make deliveries to other District locations in conjunction with renovation/repair project work. Schools do not have loading docks; deliveries involving bulk or heavy equipment may require a truck with lift and additional manpower.
- h. **Delivery Time:** Delivery shall be made during regular business days and hours of operation, Monday through Friday, excluding holidays, 7:30 a.m. to 3:30 p.m. It is understood that time of delivery is an essential condition of this contract. Product orders shall normally be processed, with items produced and delivered within ten (10) business days of receipt of order. Bidder may make exception to delivery time requirements on Attachment C, Form of Proposal. However, any such exception may be a factor in award. It is understood that delivery time may be a primary consideration in vendor selection during the product ordering process.

Any delay of delivery beyond time as specified may result in cancellation of order depending on urgency of need. The repeated failure of Bidder to properly notify or repetitively comply with delivery time requirement, for any reason not acceptable to the District, may be deemed as a default of contract.
- i. **Backorders:** Any order processed by Purchase Order that cannot be delivered within the established delivery timeframe shall be considered a backorder. Bidder shall notify Department of any backorders and apprise them of expected delivery date prior to close of business hour on date order is received. In such case, the product order shall be approved or canceled, depending on urgency of need. When partial orders are delivered, items backordered shall be clearly indicated on packing slip. Backorders for purchases made with Visa™ Purchasing Card are strictly prohibited.
- j. **Expedited Delivery:** Bidder shall have the capability to expedite product delivery (e.g., FedEx, etc.) upon request by District Representative in such cases when the ordered item is critical to the operations of District site. Any additional fees associated with expedited delivery shall be customary and reasonable in accordance with industry standards, and approved in writing by District Representative at time of request.
- k. **Dead-On Arrival:** Any product received in an inoperable condition or which ceases to operate within five (05) business days of installation shall be considered dead-on-arrival (DOA) and shall be replaced with a new product identical to that ordered within five (05) business days of notification. The SBAC shall not be responsible for the cost of shipping charges for returned DOA product.
- l. **Discontinued Product:** Should a product be discontinued, Bidder shall locate and recommend a comparable equal substitute product to the District within five (05) business days of receipt of order. Under no circumstances shall any substitute product be delivered without the approval of District site.

The unit cost of any approved substitute product shall not, in any case, exceed the unit cost of the original awarded product being replaced.

- m. **Substitutions:** Under no circumstances shall any product be delivered other than that specifically ordered without prior approval of District Representative. Any substituted product that has been received without such approval shall be returned to Bidder at no cost to the District.
- n. **Returned Product:** The District reserves the right to return purchased stock products, for any reason, for full credit within five (05) business days of receipt of order. Bidder shall issue an immediate credit upon return of product. Bidder may impose a restocking fee, not to exceed fifteen percent (15%) of the original cost of item, for stock and non-stock products that are returned after specified time. Bidder shall disclose any stocking fee charge at time of return authorization.

It is understood that product shall be returned in new, unused, and saleable condition, and in the original factory sealed packaging. The District shall be responsible for return of product to Bidder's stocking facility.

- o. **Packaging:** All products shall be delivered in vendor/manufacture standard unopened, sealed dry packaging, in accordance with good commercial practice to protect from damage during transit. Packaging shall have all labels intact and legible, clearly identifying all customary industry information including, but not limited to, manufacturer, product description, product reference #, quantity of item contained, and SBAC purchase order # or other reference order number. The District reserves the right to refuse any product packaging that has been opened or is not acceptable for any reason.
- p. **Invoices:** Reference Attachment A, "42. Invoices". In addition...Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. Bidder shall ensure that all invoices are submitted as PDF files in their entirety, within ten (10) business days of product delivery, to the email address in the "Attn:" field below the "Ship To" address listed on the PO. The District prefers that invoices be provided at time of delivery when possible. Invoices shall contain, at minimum, the following information: purchase order number; invoice number; invoice date; product description; product reference number; quantity; unit price; and total invoice price. Products purchased under "supplemental pricing" (catalog discount) shall additionally include: product list price; appropriate discount; and, product net delivered price.

Invoices must be legible and extensions accurately computed for each item. Invoices that are received by the District that are not properly and correctly prepared may cause delay of payment. Products shall not be delivered without having an invoice or delivery ticket signed by authorized Department personnel.

- q. **Invoice Verification/Correction:** It shall be the responsibility of Department to verify and approve all invoices and notify Bidder should any billing errors be discovered. Bidder shall promptly resolve any and all billing discrepancies. The repeated failure to present accurate invoices for payment may be deemed as a default of contract.
- r. **Payment:** Payment shall be made by Visa™ purchasing card at point-of-sale, or by conventional check, in accordance with Ch. 218.74, F.S., after a properly prepared invoice has been received and processed. The method of payment shall be at the sole discretion of District. As condition of payment, all items must have been received, inspected, and found to comply with award specifications, free of damage or defect. The Purchasing Department shall work jointly and cooperatively with Bidder in resolving any delinquent payment issues.

18. Price: Bid unit price to be charged for each line item as listed in Lots A – D, Attachment C, Form of Proposal. Price bid shall be inclusive of product, packaging, order processing, delivery, labor, insurance, profit, and any other direct and indirect cost associated with the proper execution and performance of contract, unless otherwise noted.

18.1 Price Adjustment: Prices bid shall remain firm and fixed through the initial twelve (12) months of the contract. The District may thereafter, in its sole discretion, make an equitable adjustment (+/-) in the contract unit pricing at the beginning (anniversary date) of each subsequent year of the contract.

Any price adjustment approved by the District shall: (A) be limited to only direct manufacturer generated price increases arising from escalating product material components, packaging, and transportation costs that may have occurred during the previous twelve (12) month period, and; (B) be comparable to price changes in other similar manufacturer products and industry related indices, and; (C) not exceed five percent (05%) of the contract unit Bid price, in effect at time of request, for any or all specified items, and; (D) remain firm during full term of contract or until such time as price adjustment process is repeated and approved by District.

To be considered for price increase, Bidder shall submit to the Purchasing Department, no later than forty-five (45) calendar days prior to the anniversary date of contract year, a written request accompanied with sufficient written documentation to support request including, but not limited to, manufacturer price increase letter(s) for the specified product(s), and a composite of applicable market indexes and Producer Price Indexes (PPI) as published by the U.S. Department of Labor. It shall additionally be the responsibility of Bidder to report any manufacturer price reductions that may have occurred during current contract period.

The Purchasing Department shall correlate any price increase request and support documentation with current industry market trends, taking into consideration such factors as upward/downward pricing, market stability, and future market price projections. Current pricing trends shall be verified using current applicable Producer Price Index (PPI) Commodity Data, as published by the United States Department of Labor, Bureau of Labor Statistics (BLS).

This information may be found at www.bls.gov/ppi. SBAC reserves the right to make sole and final determination to accept, reject, or negotiate any such request for unit price adjustment as proposed by Bidder. The decision to reject request shall not affect Bidder's obligation under this contract. Any approved price increase shall be in the form of an amendment to the contract. Bidder shall accept and fill any product orders placed prior to the effective date of price increase at the unit price in effect at time of order placement.

Price De-escalation: Prior to any contract renewal, SBAC reserves the right to request a full or partial reduction (-) of the amount of any previously approved price increase should unforeseen conditions in the marketplace or industry result in a significant, sustained, and verifiable decrease in open market prices, as evidenced in part by other similar type public agency contracts. Any such request shall be made at time of contract renewal offer and be effective on the first (1st) day of renewal term until such time as expiration of contract or price adjustment (+) process is repeated and approved by District.

18.2 Lot E (Catalog Discount): Bid discount rate to be applied to goods purchased via catalog discount as listed in Lot E, Attachment C, Form of Proposal. It is understood that discount rates offered represent the minimum (floor) discount that may be charged and that discount rate quoted by Bidder at time of purchase may be greater based on product availability, in-store pickup as opposed to delivered goods, and other factors. The District shall accept additional discounts offered by Bidder. In no event shall quoted discount rates be lower than the minimum (floor) amount bid. The intent of the catalog/product line discount is to ensure that any products not listed in Lots A – D, which specifically correspond to the installation and maintenance of HVAC control systems, are available to the District under the terms of this contract.

Price (discount %) bid shall be inclusive of product, packaging, order processing, delivery, labor, insurance, profit, and any other direct and indirect cost associated with the proper execution and performance of contract.

18.2.1 Discount off (-) List Price: Bidder shall enter separate, specific discount percentage (%) amounts for out to the hundredths digit (i.e., 58.75%), for each proposed manufacturer/product category as listed on Form of Proposal.

Bidders are not required to bid all listed manufacturers/product categories. The net unit price, as reflected on invoice, shall be determined by applying the proposed fixed percentage (%) discount to manufacturer's or Bidder's current, published list price that is in general circulation, and in effect at time of product ordering. It is understood that published list prices may be updated and changed on a periodic basis. Such changes shall not be selective to SBAC, but must apply to Bidder's entire customer base. List prices shall not be custom or solely developed, created, maintained, altered, revised, changed, modified, or utilized for purposes of the IFB and resulting contract, if awarded.

Discount offered shall be firm and fixed during the term of contract and be applicable to:

- Stocked and non-stocked products;
- Products delivered or picked-up at local retail outlet;
- All payment methods.

Unless as otherwise permitted and expressly stated herein, discount offered shall be inclusive of all order processing, handling, supervision, labor, packaging, delivery, insurance, profit and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges shall be applicable to this contract unless specifically allowed herein and stated by Bidder on Form of Proposal.

18.2.2 Discount Conditions: The following terms and conditions shall prevail:

- A. Single Discount: Discount offered shall apply to the entire listed manufacturer/product category line unless otherwise noted on Form of Proposal.
- B. Competitive Discount: Bidders are requested to offer the maximum discounted pricing available, commensurate with the potential purchasing volume and offered to other commercial accounts of equal or greater than the District. Discount offers of zero percent (0%) or net shall not be accepted unless proposed in association with an already discounted catalog or price list. SBAC reserves the right to reject any and all Bids that, in its opinion, do not afford a price advantage to the District compared to general trade and other commercial accounts with lesser purchasing volume. In making such determination to reject Bid, consideration shall be given to catalog price structure, product offering, equity with other commercial accounts, and Bid respondent competition.
- C. Price Verification: Unit price shall be easily derived and verifiable from a documented source that is readily accessible such as published catalog, descriptive price list or internet website. In no case shall unit price charged District exceed calculated price based on proposed pricing method.
- D. Quantity Discount: Bidder is encouraged to offer additional quantity discounts for one time delivery of large single orders of single items or any assortment of items. It is anticipated that Department shall periodically solicit quotations for large volume orders based on quantity discount. Bidder may list quantity discount on Form of Proposal or choose to offer discount on a quote basis at time of order.
- E. Discount Exceptions: As stated in “18.2 Lot E (Catalog Discount)” the intent of the catalog/product line discount is to ensure that any products not listed in Lots A – D, which specifically correspond to the installation and maintenance of HVAC control systems, are available to the District under the terms of this contract. Bidder may note exceptions to the balance of line discount offered, for those manufacturer product lines not in line with the intent of this contract.

18.2.3 Catalogs/Price Lists: Bidder shall submit with Bid response, or within three (03) business days of request by the Purchasing Department, one (01) copy of proposed published catalog, descriptive price list, or electronic catalog proposed for inclusion in this contract. Published information shall be descriptive in detail and include list price and product order number. Catalogs shall be the latest edition or most current published, and be dated and/or numbered for identification purposes. Sales flyers, promotion price sheets of limited offering and time, or catalogs devoid of listed prices shall not be considered acceptable form. Product/price information may also be provided by Internet access subject to meeting certain conditions. It is understood that product/price information shall be subject to change on a periodic basis. Any such changes shall not be selective to SBAC, but must apply to Bidder’s entire customer base.

Revised pricing shall not apply to orders that have been submitted prior to effective date of change. Bidder shall not quote prices from any price list that has been superseded unless it is to the economic advantage of the District. Failure to submit catalog as specified may cause Bid to be nonresponsive.

18.2.4 Revised Catalog/Price Lists: Bidder shall be responsible for providing Department the most current or updated catalogs as they become available during term of contract.

19. Special Discounts/Promotions: The successful Bidder shall pass-on to the District all rebates and special promotions offered by the manufacturer during the term of contract. The District shall accept any additional discounts and price incentives provided that the new pricing is lower than what would otherwise be available through the contract. It is understood that these special price promotions may be of limited duration and that at the end of the special sales program, the standard contract pricing shall prevail. In addition, Bidder is requested to provide any other value-added benefits, incentives, and discount payment terms that may be available to the District. These value-added benefits shall not be evaluated as a basis for award.

20. Discount Adjustments: No change in initial unit prices bid shall be allowed during contract term unless deemed to be in the best interest of the District. All forms of price reductions, rebates, allowances, and incentives of limited duration, and whether negotiated or offered from successful Bidder, shall be evidenced and credited against invoiced price. Payment may also be made by check payable to the School Board of Alachua County. Bidders are advised to consider this requirement in the submission of Bid prices.

21. Bid Tabulation: Award shall be made on a lot-by-lot basis for Lots A – D. The award total shall be computed by multiplying unit price times (x) annual estimated quantity to achieve the extended amount of each line item. All extended amounts shall then be totaled (+) to arrive at the award total. Award shall be made by lot to the low, responsive, and responsible Bidder meeting Bid terms, conditions and specifications.

Should a specified product in any lot be discontinued or product number changed prior to Bid due date, the District reserves the right to: (A) delete item from Bid, or; (B) substitute item with manufacturer recommended replacement and provide notification to Bidder via addendum, or; (C) evaluate product as proposed.

Award for Lot E shall be made on a line-by-line basis to the Bidder(s) which offer the greatest discount.

22. Warranty: Reference Attachment A, “25. Condition of Product In addition...The manufacturer’s standard warranty shall cover all products purchased under the awarded contract, and provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The manufacturer’s standard warranty shall be identical to or exceed the most inclusive of those normally provided for the products specified herein that are sold to any state or local governments.

Should the manufacturer’s standard warranty conflict with any requirements, specifications, terms or conditions of the contract, the contract requirements, specifications, terms and conditions shall prevail. Delivery of non-conforming products, which are not remedied as required herein, may be cause for default proceedings and/or contract termination.

Bidder shall resolve all matters regarding warranty material facts and issues with the manufacturer without the involvement of SBAC, and shall have direct responsibility for the remedy of such issues. During the warranty period, Bidder shall replace any defective products without cost to the District, within ten (10) business days of notification from the District. It is understood that Bidder shall be responsible for all shipping charges for products covered under warranty that are returned for replacement.

23. Service Guarantee: Bidder is expected to maintain an acceptable level of satisfactory service throughout the duration of the contract. All services provided by Bidder in the performance of this contract shall adhere to the customary, reasonable, and prudent standards of care as established within the industry, and meet or exceed the quality of services provided to other commercial customers. Specifically, Bidder shall warrant that all services provided conform to contract specifications, and be of the highest quality, free from faults and defects. Payments in full or otherwise shall not constitute a waiver of this guarantee. It is agreed and understood that all services shall be performed to the complete satisfaction of SBAC.

24. Service Complaints: All performance related complaints shall be reported by the District to Account Representative. It shall be the responsibility of Bidder to promptly resolve reported complaints pursuant to the applicable terms of this Agreement.

25. Habitual Violator: Reference Attachment A, “47. Termination for Default”: In addition...Should the District determine that the number of complaints at any District 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) to be taken and time sequence by which resolution of issues can be expected. 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.

ATTACHMENT C
FORM OF PROPOSAL
IFB 19-32
HVAC CONTROL SYSTEM EQUIPMENT & SUPPLIES –
ANNUAL CONTRACT

Instructions: Bid unit price, as per defined unit of measurement, for each specified item as listed in Lots A – D. Decimals may be carried a maximum two places (0.00) for each unit price bid. Respondents are not required to bid all lots. However, for each lot bid, pricing must be submitted for all items. Partial lot Bids shall not be accepted. Unit prices bid shall be inclusive of product, packaging, order processing, delivery, labor, insurance, profit, and any other direct and indirect cost associated with the proper execution and performance of contract. No other charges or surcharges 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 contract and any subsequent renewal periods.

All products bid for Lots A – C shall be for the specified manufacturer, brand name, model, and part number only; no substitutions shall be allowed. The proposal of substitute products shall cause those items to be declared non-responsive.

LOT A: KMC

Award of lot made on an all-or-none basis

Item #	Manufacturer	Part Number	Est. Qty.	Unit Cost	Extended Amount
1	KMC BACnet VAV controller	BAC 9001	2	\$	\$
2	KMC BACnet controllers for AHUs	BAC 5901c	2	\$	\$
3	10K ohm temp sensors for AHU	STE-1404	6	\$	\$
4	10K ohm discharge air sensors	KTV-24-XCP25	6	\$	\$
5	Room temperature sensors	STE 6019W10	12	\$	\$
6	BACnet router	BAC-5051E	2	\$	\$
AWARD TOTAL					\$

Delivery of stock items shall normally be made within _____ business day(s) of receipt of order.

Delivery of non-stock products shall normally be made within _____ business day(s) of receipt of order.

Exceptions: _____

LOT B: HONEYWELL

Award of lot made on an all-or-none basis

Item #	Description	Model Number	Est. Qty.	Unit Cost	Extended Amount
1	Honeywell BACnet VAV spyder w/actuator	PVB6436AS	2	\$	\$
2	Honeywell BACnet FTU spyder controller	PUB4024S	2	\$	\$
3	PUB6438SR, Honeywell BACnet controller	PUB6438SR	2	\$	\$
4	20K ohm temp sensor for AHU	A/20K-D-4-PB	6	\$	\$
5	20K ohm discharge air sensors	KTV42-CP5	6	\$	\$
6	Room sensor	TR23	12	\$	\$
7	BACnet router	BAC-5051E	2	\$	\$
8	Honeywell JACE 8000	WEB-8000-AX	1	\$	\$
AWARD TOTAL					\$

Delivery of stock items shall normally be made within _____ business day(s) of receipt of order.

Delivery of non-stock products shall normally be made within _____ business day(s) of receipt of order.

Exceptions: _____

LOT C: AUTOMATED LOGIC

Award of lot made on an all-or-none basis

Item #	Description	Model Number	Est. Qty.	Unit Cost	Extended Amount
1	IP router	G5RE	2	\$	\$
2	IP router	G5CE	2	\$	\$
3	Zone controller	ZN551	4	\$	\$
4	Fan CTs	H600	8	\$	\$
5	ZS room sensor w/TLO & setpoint adjust	ZS2PL-ALC	12	\$	\$
AWARD TOTAL					\$

Delivery of stock items shall normally be made within _____ business day(s) of receipt of order.

Delivery of non-stock products shall normally be made within _____ business day(s) of receipt of order.

Exceptions: _____

LOT D: JACKSON SYSTEMS

Award of lot made on an all-or-none basis.

All products bid for Lot D shall be for the specified manufacturer, or equivalent.

Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
01	VIRT-WEBFAN, WEB-FAN 100, 60 and 45, <i>or equal</i>	4	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	
Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
02	WEB-ARC-LIGHTING, Web Comfort Switched Controller for Lighting, <i>or equal</i>	6	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	
Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
03	WEB-CONNECT, Web Comfort Interface Software for Bacnet, Tridium, or Modbus	1	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	
Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
04	WEB-CS, Web Comfort Wireless Contact Sensor, <i>or equal</i>	6	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	
Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
05	WEB-DAS, Web Comfort Duct Sensor with Integrated Transceiver, <i>or equal</i>	10	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	

Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
06	WEB-EXT50, Kit, Autani Manager Antenna Extension, Outdoor Antenna, 50' (ft), <i>or equal</i>	2	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	
Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
07	WEB-RELAY, Web Comfort Wireless Relay – Normally Open Contact, <i>or equal</i>	4	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	
Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
08	WEB-REP, Web Comfort Repeater/Wireless Range Extender with Power Supply, <i>or equal</i>	4	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	
Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
09	WEB-T32P, Web Comfort Thermostat with Integrated Transceiver, <i>or equal</i>	18	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	
Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
10	WEB-TM, Web Comfort Energy Manager up to 100 Devices, <i>or equal</i>	1	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	

Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
11	WEB-TM-PLUS, Web Comfort Energy Manager up to 400 Devices, <i>or equal</i>	1	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	
Item #	Description	Est. Qty.	U/M	Unit Cost	Extend Amount
12	WEB-WS, Web Comfort Wall Sensor with Integrated Transceiver, <i>or equal</i>	12	Each	\$	\$
"Or Equal" Product Bid:					
Manufacturer		Product/Brand Name		Mfg. Product Number	
AWARD TOTAL				\$	

Delivery of stock items shall normally be made within _____ business day(s) of receipt of order.

Delivery of non-stock products shall normally be made within _____ business day(s) of receipt of order.

Exceptions: _____

LOT E: CATALOG DISCOUNT

Instructions: Bidder shall enter separate, specific discount percentage (%) amounts for out to the hundredths digit (i.e., 58.75%), for each proposed manufacturer/product category as listed below. Bidders are not required to bid all listed manufacturers/product categories. The net unit price, as reflected on invoice, shall be determined by applying the proposed fixed percentage (%) discount to manufacturer's or Bidder's current, published list price that is in general circulation, and in effect at time of product ordering. Discount offered shall be firm and fixed during the term of contract and be applicable to: stocked and non-stocked products; products delivered or picked-up at local trade outlet; and, all payment methods.

Unless as otherwise permitted and expressly stated herein, discount offered shall be inclusive of all order processing, handling, supervision, labor, packaging, delivery, insurance, profit and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges shall be applicable to this contract unless specifically allowed herein and stated by Bidder on Form of Proposal.

Award for Lot E shall be made on a line-by-line basis to the Bidder(s) which offer the greatest discount. Award shall be made, at the discretion of the Purchasing Department, to those responsive and responsible Bidders who comply and accept the terms and conditions of IFB as specified herein (See sections 3.2, 18.2.1, 18.2.2).

#	Manufacturer	Product Category	Discount (%)
1	KMC	BACnet Controllers	%
2	KMC	BACnet Routers	%
3	KMC	balance of line	%
4	Honeywell	BACnet Controllers	%
5	Honeywell	BACnet Routers	%
6	Honeywell	balance of line	%
7	Automated Logic	BACnet Controllers	%
8	Automated Logic	BACnet Routers	%
9	Automated Logic	balance of line	%

Discount Exceptions: _____

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

Bidder shall acknowledge receipt and acceptance of any addenda issued in the spaces provided below.

_____ Addendum No. 1
(initial here)

_____ Addendum No. 2
(initial here)

QUESTIONNAIRE

Bidder Instructions: Bidder shall provide all information as requested below which shall also serve as a basis for order processing. Failure to indicate any exceptions shall be construed to mean acceptance of terms and conditions as specified. However, the inclusion of any additional terms and conditions not specifically allowed shall not be automatically accepted and may cause rejection of Bid. Should sufficient space not be provided to enable a complete response, Bidder may submit an attachment as an addendum to Bid response.

Business Operations

Bidder is a: ☐ Manufacturer ☐ Authorized Distributor for all proposed manufacturers

Experience

Years in business under present name: _____

Years providing goods/services within the State of Florida: _____ Alachua County: _____

Does your company currently have contracts with any school districts within State of Florida? ☐ Yes ☐ No

If yes, list primary accounts: _____

Primary Stocking Facility

Location of warehouse facility from which products will be provided under this contract:

Contact Name: _____ Title: _____

Address: _____

City/State/Zip: _____

Phone #: _____ Fax #: _____

Hours of Operation: Mon. – Fri. _____ to _____ Sat. _____ to _____

Local Trade Outlet (if applicable)

Location of local stocking facility from which products may be available for pick-up under this contract:

Contact Name: _____ Title: MANAGER

Address: _____

City/State/Zip: _____

Phone #: _____ Fax #: _____

Hours of Operation: Mon. – Fri. _____ to _____ Sat. _____ to _____

Designated Account Representative (Inside Sales)

Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

Designated Account Representative (Outside Sales)

Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

Quotations

Requests for price quotations shall be sent to: ☐ Account Rep. (Inside Sales) ☐ Account Rep. (Outside Sales)

☐ Other: _____

Purchase Orders

Send to: ☐ Primary Facility ☐ Local Trade Outlet ☐ As follows:

(Company): _____

Contact Name: _____ Title: _____

Address: _____

City/State/Zip: _____

Purchasing Card

Does your company currently accept Visa™ Purchasing Card as form of payment? ☐ Yes ☐ No

Exceptions: _____

Ecommerce

Internet URL: _____

Check (✓) if available online: ☐ Product catalog ☐ List prices ☐ Prices derived from discount offered (Lot E)

Can product orders be placed online? ☐ Yes ☐ No If yes, with ☐ P-Card ☐ Purchase Order

Exceptions: _____

Please include as an attachment to Bid response an explanation of your company's on-line ordering process and requirements, including any procedures that apply to P-Card purchases.

Delivery

Delivery shall normally be made by: ☐ Own vehicle ☐ Other: _____

Returned Item(s)

Product may be returned within _____ business days of receipt of order.

Exceptions: _____

Does your firm charge a re-stocking fee for returned items? ☐ Yes ☐ No

If yes, re-stocking fee is: _____% of total order for stocked items; _____% of total order for non-stocked items.
(≤ 15%)

All Bidders submitting Bid responses to Lot E (Catalog Discount) shall be required to provide the following information.

Discount

Is discount offered equal to or greater than that offered other institutional/business accounts of equal or greater size than District? ☐ Yes ☐ No

Is there an additional discount offered if products are picked-up at local trade outlet by District personnel?

☐ Yes ☐ No Additional Discount: _____%

Product/Pricing Information (Check ☒ as applicable)

Product Information shall be provided by accessing the following:

- Manufacturer's ☐ Published Catalog(s) ☐ Descriptive Price List ☐ On-line Website ☐ Electronic Catalog
- Bidder's ☐ Published Catalog(s) ☐ Descriptive Price List ☐ On-line Website ☐ Electronic Catalog

Product list prices shall be verified by accessing the following:

- Manufacturer's ☐ Published Catalog(s) ☐ Descriptive Price List ☐ On-line Website ☐ Electronic Catalog
- Bidder's ☐ Published Catalog(s) ☐ Descriptive Price List ☐ On-line Website ☐ Electronic Catalog

Product Catalog: submitted ☐ with Bid response ☐ under separate mailing ☐ not submitted ☐ not available

Quantity Discount offered? ☐ Yes ☐ No

Minimum order amount that qualifies for quantity discount: \$_____

Quantity discount shall be offered on a: ☐ Quote basis at time of order ☐ Available as follows: _____

Additional Charges that may apply: _____

Discount Exceptions: _____

☐ Check (✓) if additional page(s) have been submitted as a supplement to this proposal form.

References

Provide three (03) references for commercial accounts (business/institutional) that your firm has provided contract products/services within the past two (02) years. A minimum of one (01) reference shall be for a public agency similar in size and scope of this contract.

1. Company/Organization name: _____

Address: _____

City: _____ State: _____ Zip: _____

Scope of Services: _____

Contact name: _____ Title: _____

Telephone #: _____ Email: _____

Under current contract: ☐ Yes ☐ No Contract Dates: _____

2. Company/Organization name: _____

Address: _____

City: _____ State: _____ Zip: _____

Scope of Services: _____

Contact name: _____ Title: _____

Telephone #: _____ Email: _____

Under current contract: ☐ Yes ☐ No Contract Dates: _____

3. Company/Organization name: _____

Address: _____

City: _____ State: _____ Zip: _____

Scope of Services: _____

Contact name: _____ Title: _____

Telephone #: _____ Email: _____

Under current contract: ☐ Yes ☐ No Contract Dates: _____