


SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA		INVITATION FOR BID	
SUBMIT BID TO: <i>See Bid mailing instructions on page 2</i>		Bidder Acknowledgement and Acceptance Form	
BID TITLE: DISTRICT (SWAT) CUSTODIAL SERVICES – ANNUAL CONTRACT		BID NO. 19-45	
DELIVERY F.O.B. DESTINATION: All Designated Schools, Centers, and Departments		ISSUE DATE: March 06, 2019 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844) 269-9018	
BID DUE DATE AND TIME: <u>March 22, 2019, at 3:00:00 p.m.</u> 		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: ☒ Not Applicable to this IFB ☐ Applicable to this IFB

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

☐ Bidder does not accept the above condition.

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

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

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

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

☐ Paragraph 64

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

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

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

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

School Board of Alachua County District Office Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601
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If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of District Administration Building 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 #19-45, DISTRICT (SWAT) CUSTODIAL SERVICES – ANNUAL CONTRACT," TO BE OPENED AT 3:00 P.M., MARCH 22, 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
- ☒ INSURANCE CERTIFICATION FORM
- ☒ ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ☒ ATTACHMENT B - SPECIAL CONDITIONS
- ☒ ATTACHMENT C - FORM OF PROPOSAL AND SPECIFICATIONS
- ☒ APPENDIX A – WORK PROPOSAL FORM
- ☒ APPENDIX B – WORK TIME SHEET

SUBMITTALS CHECKLIST

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

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

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Debarment Form	4
<input type="checkbox"/>	Jessica Lunsford Act Form	5
<input type="checkbox"/>	Small/Minority Business Enterprise Form	6
<input type="checkbox"/>	Insurance Certification Form	8
<input type="checkbox"/>	Attachment C – Form of Proposal	30
<input type="checkbox"/>	Questionnaire	31-32
<input type="checkbox"/>	References	33-34
<input type="checkbox"/>		
REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED (www.sbac.edu)		

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

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

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

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM

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

Name of Bidder: _____

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

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

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

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

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES

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

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

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

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES

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

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

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

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

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

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

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

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

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

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

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

Instructions for Certification

1. By signing and submitting the proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
IFB #19-45, DISTRICT (SWAT) CUSTODIAL SERVICES – ANNUAL CONTRACT	
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 #19-45, DISTRICT (SWAT) CUSTODIAL SERVICES – ANNUAL CONTRACT	
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 #19-45, DISTRICT (SWAT) CUSTODIAL SERVICES – ANNUAL CONTRACT	
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 #19-45, DISTRICT (SWAT) CUSTODIAL SERVICES – ANNUAL CONTRACT	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSURANCE CERTIFICATION FORM

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

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

Applicable ☒ Not Applicable ☐

Workers Compensation – Coverage A

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

Comprehensive General Liability

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

Comprehensive Automobile Liability (Combined Single Limit)

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

Applicable ☐ Not Applicable ☒ **Professional Liability Insurance - \$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Pollution Liability Insurance - \$1,000,000 Each Occurrence**

Applicable ☐ Not Applicable ☒ **Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence**

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

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

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

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

Printed Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

ATTACHMENT A

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

1. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

It is the responsibility of the Bidder to frequently check the SBAC Purchasing website at www.sbac.edu/~purchase/bidop.htm to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.

17. LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.
18. BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.
19. BID WITHDRAWAL, CORRECTION: Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

54. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Bidder shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney’s fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, 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. Further, Bidder shall comply with SBAC's "Information Security Responsibilities" document, incorporated herein by reference, available at http://www.sbac.edu/files/IOHzs/a70b66390a32737c3745a49013852ec4/YearlyACPSINFOSECRES_1.pdf.
63. **FLORIDA PREFERENCE:** When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

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

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

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

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

67. DAVIS BACON ACT (as amended (40 U.S.C. 3141-3148)). As required by Federal program legislation, Bidders shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction") on all federally funded contracts exceeding \$2,000. In accordance with the statute, Bidders must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Bidders must pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor is included herein. Subsequent wage determinations will be made available to the successful Bidder during the term of the contract as updated by the Department of Labor. Contract award is conditioned upon the acceptance of the wage determination(s) by Bidders. SBAC will report all suspected or reported violations to the Federal awarding agency.
68. CONTRACT WORK HOURS & SAFETY ACT (34 CFR 80.36(i)(6)): Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.
69. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: For Contracts exceeding of \$150,000, Bidder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
70. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): For Contracts exceeding \$100,000, Bidders shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.
71. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
72. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
73. DRUG-FREE WORKPLACE CERTIFICATION: Tie Bid preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition; b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
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 19-45
DISTRICT (SWAT) CUSTODIAL CLEANING
SERVICES – ANNUAL CONTRACT

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

1. Scope of Service: The purpose of this IFB is to select a service provider (hereinafter “Bidder”), secure firm prices and establish a contract for the provision of special cleaning and emergency clean-up services as common to the operations of an 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 three hundred twenty-five (325) portable buildings.

In brief, the scope of this agreement shall require Bidder to provide one (01) or more Special Work Assignment Teams (SWAT) for special cleanup duty assignment upon request by the SBAC Facilities Department. It is the intent of the District that this contract supplement those cleaning services normally provided by District custodial personnel, and only be utilized under unusual circumstances when such services cannot be performed in an effectual and timely manner by facility staff. Services would typically be requested when a facility needs to be cleaned and brought-up to proper standards in a hurried time frame to avoid any disruption of operations.

It shall be the responsibility of Bidder to provide all qualified labor, supervision, transportation, customary equipment, cleaning tools and supplies, transportation, and other services that are necessary for the proper execution and completion of contract. Orders for service shall be made on an “as needed” basis throughout the term of contract and shall require service response at any facility location within the District. Services shall be available twenty-four (24) hours a day, seven (07) days per week. In the event of an emergency, Bidder shall have the capability to respond within the time limits as specified herein. It is anticipated that the number of personnel required and service time duration shall significantly vary by project. Given projected budget constraints, service requests may be irregular.

All work performed shall be billed to the District based on established hourly labor rates. Bidder shall devote, and cause its personnel to devote, such time, attention, best skill and judgment, knowledge and professional ability as is necessary to provide all services in a manner that is safe, effective, efficient, and compliant with all regulatory requirements.

2. Tentative Schedule:

- March 06, 2019.....Invitation for Bid Issued
- March 18, 2019Last Day to Submit Questions
- March 22, 2019Bid Due Date
- March 26, 2019.....Recommendation to School Board
- April 16, 2019Planned Award Date

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

4. Contract Term/Renewal Option: The contract term shall be two (02) years, beginning May 01, 2019, and ending April 30, 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 renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least thirty (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.

5. Contract Value: Because of the difficulty in determining the extent that this contract will be utilized during its term, annual projection of the requirements cannot be accurately given. The District makes no guarantee, implied or otherwise, as to the value or volume of service requests to be made under this contract. Furthermore, the award of contract does not constitute an assurance or obligation on the part of the District that any service requests shall be placed with the successful Bidder.

6. 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 is the provision of custodial cleaning services to commercial (business/institutional) accounts as typical in the District. Bidder shall have been continuously engaged in the specified services as the same legal entity within the State of Florida for a minimum of three (03) consecutive years. Demonstration of past successful experience with commercial (business/institutional) accounts within the State of Florida including Alachua County shall be required. Services performed shall be similar in scope of this contract and project experience shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;
- B. Location: It is understood that service response time is an essential part of this contract. Bidder shall be located and maintain a fully operational staffing/dispatch facility within reasonable proximity (contiguous counties) of Alachua County limits to ensure compliance with the service time requirements as specified herein. Bidder shall currently be servicing one (01) or more commercial accounts within Alachua County;
- C. Service: Bidder shall have at time of Bid due date, adequate organization, facilities, qualified personnel, and transportation to ensure competent, prompt, and efficient service on a District-wide basis in support of this contract. Specific qualification criteria as appropriate to personnel and service is further delineated herein;
- D. Certification: It is preferred, but not required, that Bidders hold certification by The Institute of Inspection, Cleaning and Restoration Certification. If Bidder is certified, Bidder shall provide a copy of such certification.
- E. Accounting Practices: Bidder shall have the ability to provide accurate, reliable and timely invoices, statements, utilizations reports, and other data necessary as required by District.
- F. Financial Capacity: Bidder shall be in sound financial condition and have the financing necessary to adequately maintain the organization, facilities, equipment, and personnel required in the performance of contract.

SBAC reserves the right to inspect and approve the organization, operation, and facility(s) of apparent low Bidder, and to make sole and final determination as to Bidder's compliance and capability in meeting the requirements of IFB. It shall be the responsibility of Bidder to provide any further evidence and support documentation as deemed appropriate by District 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 the Bid and evaluate next apparent lowest Bidder.

7. Non-Exclusivity: SBAC reserves the right to perform, or cause to be performed, any part of the work and services described herein with District personnel, as permitted by law. In addition, SBAC reserves the right to acquire the services herein described from any other source or via any other procurement method deemed by SBAC to be in its best interest, without penalty or prejudice to SBAC in the event: (A) Bidder is not able to provide all or part of services in the time and manner as specified, or; (B) Bidder is not able to provide personnel to perform projects requiring specialized skills and/or training, or; (C) in cases of emergency; or; (D) in fulfillment of Board Policy.

8. Omissions from the Specifications: Reference Attachment A, "7. Silence of the Specifications": In addition...The apparent silence of this specification on any details, or omissions from them of a detailed description, concerning any point, shall be regarded as meaning that only the best commercial trade practices are to prevail and that all contract services are performed in an efficient and timely manner to the complete satisfaction of the District. All interpretations of this contract shall be made upon the basis of this statement.

9. Subcontractors: Reference Attachment A, "49. Subcontracts": In addition...Bidder shall not subcontract any portion of the services as described herein. All contract services shall be performed by personnel under the direct employ of Bidder.

10. Large Projects: For projects estimated to cost between \$12,500 and \$50,000, based on current Bid unit prices, SBAC reserves the right to solicit written quotations from one (01) or more other service providers deemed qualified by District, with award being made to the low, responsive and responsible Quoter. No single project estimated to cost over \$50,000 shall be performed under this contact.

11. 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; OSHA Safety Standards; and, the Immigration Reform and Control Act of 1986. 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.

12. Contract Management: All day-to-day operational aspects of contract services shall be scheduled, coordinated, and managed by designated District personnel (hereinafter “District Representative”) under the direction and authority of the Facilities Department or other department utilizing services. All work shall be subject to periodic review to ensure compliance with the instructions as communicated. It is understood that all assigned personnel shall be under the direct supervision of Bidder while on location at any site.

13. Description of Duties: It is understood that the services to be performed in this contract shall vary by project. Duties shall typically include, but not limited to:

- Responding to emergency clean-up situations due to fire, flood, vandalism and other events such as kitchen hood discharge;
- Cleaning and disinfecting restroom surfaces including walls, floors and fixtures;
- Cleaning windows and entrance glass, front doors, etc.;
- Pressure washing sidewalks and buildings;
- Construction related clean-up;
- Cleaning and removal of mold growth on affected surface areas in classrooms and portable buildings;
- Sweeping and moping floor surfaces;
- Collecting and removing trash and garbage;
- Vacuuming and spot cleaning carpet including removal of gum and tar;
- Vertical surface (< 9’) cleaning, dusting and disinfecting including walls, fixtures, doors, desks, chairs, etc.;
- High dusting/cleaning (> 9’) wall/ceiling junctures, light fixtures, window blinds, return grills, ventilation and A/C outlets, etc.;
- Spot cleaning accidental spills;
- Moving furniture and equipment in association with cleaning services;

The omission of specific descriptions of work herein shall not relieve Bidder the responsibility of performing such duties if they are a logical assignment as common within the industry for commercial cleaning service providers.

14. Bidder Responsibilities: Bidder, being an independent contractor, shall have sole responsibility for the execution of all duties as common in the industry for a commercial cleaning service provider including, but not limited to: personnel recruitment; screening; drug testing; hiring; evaluation; and, any necessary disciplinary actions involving personnel. It is expected that Bidder employ a continuous effort to retain employees and achieve a turnover rate consistent with the quality of services required by the District.

With respect to contract services, Bidder shall specifically be responsible for:

- Ensuring compliance with all established District and Bidder policies, procedures, and orders;
- Establishing and implementing hiring procedures that ensure the assignment of only qualified and properly screened personnel;

- Maintaining a pool of qualified and screened custodial workers who are available for duty within specified time limits;
- Screening and periodic check of personnel to ensure compliance with SBAC policy;
- Providing periodic industry related training including occupational exposure to blood borne pathogens and other potentially infectious materials;
- Conducting pre-assignment orientation training, if necessary;
- Scheduling and ensuring that all assigned personnel report to appropriate District locations, ready to commence work as specified date and time;
- Providing on-site supervision;
- Ensuring that all record keeping is performed in a timely basis;
- Providing personnel time sheets to District Representative upon completion of project;
- Cooperating and participating in the investigation of any incidents on District property involving the performance of personnel;
- Maintaining all employment and payroll records, processing payroll, remitting payroll taxes to appropriate authority;
- Distributing paychecks to personnel with all required reductions; making all contributions for unemployment compensation funds as required by Federal and State laws.

15. Personnel: Reference Attachment A, “40. Bidder Personnel”: In addition...Bidder shall recruit and maintain an adequate number of qualified, screened and physically able personnel capable of performing the scope of work as specified herein. All personnel employed by Bidder shall be fully trained and skilled in safe and proper custodial techniques. The District recognizes the potential negative consequences of having substandard work performed and considers the assignment of trained, experienced and dependable personnel a critical element of this contract. It is therefore the intent of the District to establish personnel qualifications herein that would ensure that work is performed safely, correctly, efficiently, and conforms to District and industry standards and any and all regulatory requirements.

The following descriptions and minimum qualifications shall apply to any and all assigned personnel provided under the pending contract and shall form the basis for development of service rates as proposed on Form of Proposal.

15.1 Custodial Worker shall have the knowledge, skills, and ability to perform the most common and basic tasks as common in the commercial cleaning services trade and as described herein. It is essential that all assigned Custodial Workers have the physical ability to bend, stoop, twist and stand for extended periods of time while performing medium to heavy work. Work shall be performed both indoors and outside under varied and sometimes extreme climatic conditions.

Each Custodial Worker assigned work under this contract shall:

- ☐ **Screening:** Have an acceptable Fingerprint/Background Check in accordance with the Level II background screening requirement of the Jessica Lunsford Act;
- ☐ **Age:** Be a minimum twenty-one (21) years of age;
- ☐ **Citizenship:** Currently be a United States citizen or alien properly registered with the U.S. Immigration and Naturalization Service;
- ☐ **Experience:** Have a minimum of six (06) months verifiable and continuous practical experience assisting and working in the custodial trade;
- ☐ **Communication:** Have the ability to understand and follow instructions relative to the work as communicated;
- ☐ **Other Qualifications:**
 - Have general knowledge of the practices and methods of the custodial trade;
 - Have knowledge of and skill in the operation of commonly used tools, materials, and equipment of trade;
 - Have ability to work independently with minimal instruction;
 - Have ability to carry-out all work assignments diligently within time limits as reasonable expected without interruption, unnecessary delay and need for continuous monitoring;
 - Have knowledge of the potential hazards that may exist in the work environment.

It is recognized certain work projects may occasionally require the utilization of personnel who have specific related skills and experience. In such case, the District reserves the right to require Bidder to only assign personnel meeting those qualifications as identified. Unless as otherwise permitted, all assigned Custodial Workers shall work under the direct, onsite, and continuous supervision of Crew Leader.

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

It is understood that Crew Leader shall be present at worksite at all times, and shall have the authority to act in the behalf of Bidder in carrying out any instructions relative to work as communicated by District Representative. Crew Leader shall have the ability to accurately analyze, troubleshoot, and remedy any work related problems.

In addition to meeting qualifications as Custodial Worker, each Crew Leader shall:

- ☐ **Education:** Possess a high school diploma or equivalent (GED);
- ☐ **Experience:** Have a minimum of three (03) years verifiable and continuous practical experience performing custodial services as described herein of which one (01) year shall be in supervisory capacity;
- ☐ **Drivers' License:** Currently possess a valid State of Florida driver's license;
- ☐ **Language/Communication:** Have the ability to read, write, speak and comprehend the English language efficiently and effectively as evidenced by the ability to conduct face-to-face conversations, read and comprehend orders, duties and procedures, and write reports.

The responsibilities of Crew Leader shall typically include, but not be limited to:

- ☐ Planning and laying out work and work sequences;
- ☐ Directing all personnel work activities at worksite;
- ☐ Inspecting work on an recurring basis;
- ☐ Providing technical assistance;
- ☐ Determining equipment, materials and personnel requirements;
- ☐ Evaluating the progress of work for completeness, accuracy and conformance with standards and work proposal;
- ☐ Monitoring established safety policies, procedures and regulations;
- ☐ Reviewing and resolving project quality, scheduling and progress problems;
- ☐ Determining when projects are ready for final inspection.

15.3 SWAT Crew: A Crew shall consist of one (01) Crew Leader and one (01) Custodial Worker. It is understood that additional Custodial Workers may be assigned to Crew as needed based on size and scope of project. A minimum of three (03) Crews, excluding owner, shall be currently available for assignment and at any time during term of contract. Additional custodial personnel shall also be available for assignment for extensive project work.

16. Personnel Fingerprinting and Background Screening: Reference page 6, Jessica Lunsford Act – Bidder Affirmation Form: The District is required to conduct Level 2 background screening of persons who have contracted or sub-contracted to provide services to the School Board. Background screening consists of submitting fingerprints to the Florida Department of Law Enforcement (FDLE) and Federal Bureau of Investigation (FBI). Bidder shall not assign any personnel who possess a criminal record that would violate SBAC standards for employment as set forth by Florida Statute 1012.465. All assigned personnel must be electronically fingerprinted and cleared by the SBAC Department of Personnel Services prior to reporting at any worksite. Personnel who have not been properly cleared by SBAC shall not access District property. Upon clearance, personnel shall be issued a photo identification card which shall be carried while on District property and presented upon request by District personnel. The cost of fingerprinting shall be the sole responsibility of awarded Bidder and included as an element of overhead burden in the hourly labor rate bid. Failure to Bidder to comply with the background screening requirements of the District shall be cause for termination of contract. Detailed information regarding fingerprinting, background procedures, and fees can be found on the Purchasing Department website.

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

18. Personnel Conduct: Reference Attachment A, “40. Bidder Personnel”: In addition...It shall be the responsibility of Bidder to inform all assigned personnel of the rules and regulations of the District as specified herein. Bidder’s personnel while on location at any District site are expected to maintain a high standard of civility, deportment, appearance, and act in a professional manner at all times. Personnel shall not at any time fraternize with students, teachers, or other District staff not directly involved with the contract services. Interaction between temporary personnel and any student population shall be strictly prohibited. When in contact with District staff, Bidder’s personnel shall be courteous, helpful, and reflect appropriate courtesies and forms of address.

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

- Smoking and use of any tobacco products, including vaporizers, is prohibited;
- No personnel shall access any District records, files or documents at any time;
- No personnel shall be allowed in any area of the building other than the area of work responsibility or authorized break or office area without previous knowledge of Crew Leader;
- No personnel shall disturb any personal items or papers on desks or work areas;
- No personnel shall use District telephones (except for an emergency). Any telephone charges incurred by Bidder’s personnel and verified by the District shall be billed to Bidder;
- No personnel shall be accompanied or visited by acquaintances, family members or any other non-employee of Bidder.

Violation of this provision may result in removal of the individual(s) involved from the District site, and further, the Bidder may be prohibited from employing the individual(s) in any future work with SBAC performed under this contract.

19. General Service Guidelines:

- a. **General Supervision:** It shall be the sole responsibility of Bidder to ensure that services are being provided correctly and safely in conformance to Bid specifications and all regulatory codes. Bidder shall work jointly and cooperatively with District Representative to resolve any performance issues and scheduling problems. The cost of general supervision shall be an element of the Bidder’s overhead burden in the proposed hourly labor rate.
- b. **Bidder’s Representative:** Bidder shall provide, on Form of Proposal, the name, telephone and/or cell-phone number of the designated Account Representative to contact regarding service scheduling and other service related issues. Account Representative shall be knowledgeable and familiar with contract and shall be the liaison between the Bidder and the District on all matters pertaining thereof. Designated Account Representative shall respond to all calls from the District requesting assistance within one (01) hour of initial contact during normal business hours.
- c. **Communications:** Bidder shall maintain a toll-free telephone and facsimile terminal by which the District may directly and immediately communicate project requirements and other messages during normal business hours (Monday – Friday) from 7:00 a.m. to 3:30 p.m. Email may also be an acceptable form of communication. See “emergency” requirements as specified herein for further requirements.
- d. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District’s website: www.sbac.edu.
- e. **Work Authorization:** All work shall be authorized by the issuance of an official hard-copy District purchase order. Verbal or blanket purchase orders are prohibited and shall not be honored by Bidder.

- f. **Service Scheduling:** All services shall be coordinated and scheduled by District Representative. It is understood that the ability of Bidder to provide sufficient personnel at all times is critical to the performance of this contract. As need arises for planned special cleaning projects, the District Representative shall ordinarily give Bidder notice of impending work a minimum of three (03) business days prior to requested start date. However, Bidder shall have the capability to provide personnel within one (01) business day should a service order be determined “urgent” by District Representative. Specific performance time lines and completion dates shall be mutually agreeable between the parties and shall be strictly adhered to. Whenever possible, work projects shall be grouped and scheduled to maximize work hours and travel time for Bidder. Failure of Bidder to provide personnel within time requirements as specified may result in termination of contract.
- g. **Work Period:** Bidder shall have the capability to provide custodial personnel for assignment twenty-four (24) hours per day, seven (07) days per week. However, it is anticipated that work shall ordinarily be performed during regular District operating hours, Monday through Friday, approximately 7:00 a.m. to 3:30 p.m. The District reserves the right to schedule services after normal operating hours, including weekday evening hours and weekends (Sat/Sun), taking into consideration the scope of work, accessibility of District site, and any other relevant factors. Unless as otherwise permitted and expressly stated herein, all services shall be billed at the “straight time” hourly labor rates bid. The District shall allow one-half (1/2) hour for lunch, unpaid. It is anticipated that custodial cleaning services after regular operating hours shall only be utilized under emergency conditions.
- h. **Overtime:** Overtime shall be paid for work in excess of forty (40) hours per week. To be eligible for overtime, assigned personnel must have exceeded their hourly limits on School Board work. Any overtime work must be pre-approved by the District Representative. Payment for overtime shall be computed at one and one-half (1.5) times (x) the “straight time” hourly labor rate bid. To receive payment, it shall be the responsibility of Bidder to corroborate the time of all eligible personnel on work time sheet.
- i. **Legal Holidays:** It is anticipated that services shall not be required on any District observed legal holiday. However, should services be required on a legal holiday, the District may be billed at the “premium time” hourly service rate bid.
- j. **Emergency Service:** Bidder shall have the capability to provide personnel on an emergency basis in an event of a hurricane, flood, other natural disaster, or any event identified as an emergency by SBAC. Emergency service is defined as those activities necessary to maintain a safe environment and continue the operations of any District facility, of which the loss would create a situation, which would adversely and unduly affect the safety, health or comfort of the facility and/or occupants, or otherwise cause loss to the District. Bidder shall designate a representative and provide a direct phone number or other means of communication to receive requests for emergency service outside of normal business hours.

In the unlikely event of an emergency, as determined by SBAC, Bidder shall acknowledge and verbally respond to calls from District within one (01) hour of contact during and after normal business hours. Bidder shall have the capacity thereafter to mobilize one (01) or more SWAT Crews with necessary emergency tools and equipment and arrive at any District site within two (02) hours of initial notification. All services performed on an emergency basis during or after normal operating hours and requiring emergency mobilization shall be billed at the “premium time” hourly labor rate bid unless otherwise waived by mutual agreement. In the event of extended assignment, the “straight time” hourly service rate shall apply commencing on the third (3rd) calendar day of service.

The inability of Bidder to provide emergency services within specified response time may be a factor in award as well as grounds for contract termination. Bidder shall give first priority emergency services to the District, before, during and after a natural disaster, such as hurricane, tornado, severe storm, or flood, or any other event identified and designated as a public emergency.

- k. **Personnel Reporting:** Reference Attachment A, “40. Bidder Personnel”. In addition... All assigned personnel shall report directly to each designated District site in accordance with established reporting time. Bidder shall be responsible for providing all transportation of assigned personnel to and from site. Actual paid service time shall commence and end with the scheduled arrival and departure of personnel. Travel time to and from worksite shall not be charged directly to the District but considered overhead, to be borne by Bidder and included in hourly labor rates bid.

- l. **Site Access:** It shall be the responsibility of all assigned personnel to follow customary check-in procedures upon arrival at site and comply with all security standards. While onsite at any facility, personnel shall only access designated work areas; all other areas shall be off limits. All personnel shall possess and display the SBAC issued photo ID card which shall be presented immediately upon request by District personnel.
- m. **Uniforms and Protective Clothing:** It shall be required that Bidder's personnel wear distinctive uniform clothing identifying them as Bidder's employees while on District property. In addition, Bidder shall provide any personal protective items required to safely perform work. Bidder shall ensure that Personal Protective Equipment (PPE) is provided to all custodial personnel as appropriate to scope of services. At minimum, such items shall conform to all OSHA requirements and any other regulatory agency having jurisdiction and authority.
- n. **Right of Removal:** SBAC reserves the right to reject or stop time for cause on any assigned personnel for unsatisfactorily performance of duties or any other reason considered unacceptable by the District including, but not limited to: inappropriate dress; disruptive behavior; being unfit for duty; violation of any Federal, State, or local regulations; and, violation of any SBAC policies or standard of conduct. In such case, Bidder shall be responsible for giving notice to rejected personnel and providing immediate transportation from District site.
- o. **Work Proposals:** Prior to performance of work, Bidder shall visit worksite, become familiar with the conditions under which the work is to be performed, and correlate personal observations with the job requirements as communicated by the District Representative. Based on the site examination, Bidder shall submit a written work proposal to District Representative detailing the required personnel classification(s), the number of hours and the appropriate hourly rate as indicated on the Form of Proposal. Work proposals shall normally be provided within one (01) business day of notice of impending contract work by means of fax, hard copy or email, as directed by District Representative. The cost of providing work proposals shall be an element of the Bidder's overhead burden in the proposed hourly rates.

The work proposal shall be in the form of a "firm fixed-price" or "not-to-exceed" amount, as directed by the District Representative, based on the scope of the work to be performed. Bidder shall provide work proposal using District form "Work Proposal" (Appendix A).

Firm Fixed-Price: Should Work Proposal be for a "firm fixed-price" amount, the Bidder shall perform the work authorized for price proposed, regardless of final cost incurred by Bidder, unless a change order for out-of-scope work has successfully been negotiated in advance between parties. Bidder shall not be entitled to additional compensation if it subsequently finds the conditions require additional labor, equipment, or materials that it did not anticipate. It shall be the responsibility of Bidder to detail each personnel category and quantity on Work Proposal in order for the District to establish that project cost is in conformance to contract hourly labor rates. The District shall not approve any Work Proposal that does not include this information.

Not-To-Exceed: Should Work Proposal be for a "not-to-exceed" amount, Bidder shall not exceed the proposed number of hours accepted by the District without prior authorization from District Representative. It shall be the responsibility of Bidder to maintain a "Work Time Sheet" (Appendix B) during performance of work. Upon completion of work, a copy of "Work Time Sheet" shall be provided to District Representative and verified before any corresponding invoice(s) can be processed for payment. Payment to the Bidder shall be made only for the actual quantities of work performed in accordance with Work Proposal.

- p. **Work Proposal Waiver:** The District may waive the requirement for a written Work Proposal for emergency services based on the reasonableness of requesting an estimate when time is of the essence. Bidder shall be responsible for maintaining and providing a copy of "Project Time Sheet" upon completion of work.
- q. **Work Proposal Rejection:** SBAC reserves the right to reject submitted Work Proposal prior to commencement of services should the estimated labor hours or any other part of proposal be inconsistent, in the opinion of District Representative, with scope of work. In such case, Bidder shall be requested to submit a revised Work Proposal. Should revised Work Proposal not be mutually agreeable, SBAC reserves the right to solicit a written quotation from one (01) or more service providers deemed to be qualified by the District, with award of project being made to lowest price proposal.

- r. **Time of Completion:** Bidder acknowledges that time is of the essence in completing the work as specified for each project including the provision of work proposals. Bidder agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified for each project. It shall be the responsibility of Bidder to submit a written request for time extension to District Representative should it not be possible to adhere to the established schedule for any reason,. The request shall then be evaluated to determine if the time extension is to be granted. Approval of time extension shall not be automatic. Repeated failure to commence and complete work within prescribed time shall be cause for termination of contract.
- s. **Change Orders:** The District Representative, without invalidating the Work Proposal, may order changes in the work, within the general scope of this contract, consisting of additions, deletions, or other revisions, with the Work Proposal “firm fixed-price” being adjusted accordingly. A written approval of the change order must be secured from the District Representative before Bidder is authorized to proceed with the execution of work.
- t. **Correction of Work:** Bidder shall promptly correct all work rejected by District Representative as faulty, defective, or failing to conform to contract or Work Proposal, whether observed before or after substantial completion of the work, and whether or not completed. Deficiencies noted shall be documented and remedy effected within one (01) business day of notification, unless additional time is required and granted by the District Representative. It is agreed and understood that follow-up or call back work to correct previous work shall not be charged to the District if the work is the result of Bidder’s negligence.
- u. **Final Acceptance of Work:** Upon completion of work, Bidder shall contact District Representative and make request for final inspection. District Representative shall inspect work within a reasonable time and notify Bidder of any deficiencies. In the event deficiencies are noted, Bidder shall complete corrections within the time specified herein. If correction is not effected in an acceptable manner within the allocated time, the District may, after written notice of default to Bidder, accomplish the work in an expeditious manner, with the cost of work being charged to Bidder. Any follow up or call back work, to correct recent previous work, shall not be charged to SBAC if the work is the result of Bidder’s negligence.
- v. **Additional Safety Standards:** Bidder shall observe and comply with all safety standards as contained in the “School Board of Alachua County Safety Guide”, and “Alachua County School Board Bloodborne Pathogens Exposure Control Plan”. These documents shall be provided to successful Bidder upon award of contract. Bidder shall be held responsible for the safety of its employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the worksite area.
- w. **Safety Measures:** Reference Attachment A, “36. Safety Standards”: In addition...Bidder shall take all necessary steps to protect the students, faculty, and general public from injury in the course of the work. Bidder shall specifically warn its employees of the potential hazards of working in the proximity of students and of the necessity for them to exercise extreme caution. While onsite, Bidder shall not obstruct any passageways or other means of egress and shall not leave the worksite without first securing the work area and eliminating any hazardous condition resulting from the Bidder’s activities.

Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of work and to keep the immediate work area secure at all times. Bidder shall place suitable barricades and/or post hazard signs in and around worksite. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA).

- x. **Mold Clean-up/Removal:** As part of services, Bidder may be required to clean and remove mold growth on affected surface areas caused by water moisture control problems. Clean-up methods shall be by wet vacuum, damp wipe, and high efficiency particulate (HEPA) vacuum. Bidder shall not be responsible for the removal and disposal of any materials (i.e., drywall, etc.) affected by mold growth. Bidder shall not be required to provide containment of any affected areas to limit release of mold into the air or surroundings.

It shall be the responsibility of Bidder to notify its personnel, and the District Representative, when any project involves the clean-up of mold, mildew and/or fungus. All such services shall be performed in compliance with OSHA Safety Standards and all applicable Federal, State, and local laws, ordinances and regulations pertaining to work.

- y. **Asbestos:** Should any Bidder's personnel encounter materials that they suspect are embedded with asbestos, they should: (1) Stop all work at site and not disturb the area of suspicion; (2) Call the District Representative and advise of discovery; and, (3) Leave worksite until further notice subject to analysis of materials.
- z. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to ensure that District property is protected from Bidder's activities. Bidder shall be responsible for the protection of all District facilities and other improvements (i.e., vegetation, pavements, etc.) against operations that may be hazardous and/or damaging to said property. It shall be the responsibility of Bidder to notify District Representative of any unavoidable damage to District property that may occur prior to commencement of work. Such notification may relieve Bidder of all or part of responsibility for unavoidable damage or loss of property.
- aa. **Utilities:** Bidder shall be cognizant of, and operate with due care in the vicinity of all existing surface and underground utilities. Prior to commencement of work, Bidder shall familiarize himself with the location of all utilities and facilities within the worksite.
- bb. **Property Damage:** Bidder shall be liable for all damages to District and private property occasioned in any way by its actions or neglect or that of his agents or employees. All such damage or loss of property incurred as the result of Bidder operations, whether through negligence or the lack of proper care, storage, or handling, shall be the responsibility of Bidder to immediately restore or replace at own expense. Should any public or private property be damaged or destroyed, the Bidder at its expense, shall repair or make restoration as is practical and acceptable to the District and owners of destroyed or damaged property, within five (05) business days of discovery unless a time extension is otherwise approved by the District. In the event Bidder fails to repair damages within specified time, the District may arrange for repairs from other source and appropriately charge Bidder repair cost.
- cc. **Cleaning-up/Debris Disposal:** Bidder shall be responsible for scheduling periodic removal and proper disposal of all debris as a result of operations. The worksite shall be left in a neat and orderly fashion at the end of each workday. Accumulated debris shall not be allowed to create a safety hazard to student, staff, and general public. Debris shall not be burned, buried, left for a collector, or placed in a District solid waste dumpster at worksite. All disposal of debris shall be performed in a legal manner in accordance with existing State, County and City regulations. The District shall reimburse Bidder, upon submittal of paid receipt, for any waste disposal fees paid in association with such activities at a legal sanctioned private or municipal landfill. At completion of work, Bidder shall remove all work materials, tools, equipment, and surplus materials and shall leave worksite in ready to use condition.
- dd. **Hazardous Material Storage/Disposal:** All questions regarding the storage and disposal of hazardous waste materials shall be directed to the District Representative. Bidder shall not dispose any hazardous materials in District facility refuse containers.
- ee. **Salvage:** All salvage materials, including that of questionable value, removed during any work performance under this contract shall remain the property of District. As part of contract, Bidder may be required to dispose of unwanted salvage materials or transport materials to a District site as determined by District Representative.
- ff. **Invoices:** Reference Attachment A, "42. Invoices". In addition...Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. At a minimum, invoices shall contain sufficient information, as required by the District, to accurately determine the extent of services provided and accuracy of billing. Invoices that are received by the District that are not properly and correctly prepared or are not accompanied with completed time sheet may cause delay of payment.

Invoices shall contain, at minimum, the following information: School Board purchase order number; invoice number; invoice date, date(s) of service; service location; scope of work performed; start and finish time(s), and; number of billable hours. All personnel hour times shall be rounded to the nearest quarter (1/4) hour.

Bidder shall ensure that all invoices reflect correct Bid pricing and are submitted on a weekly basis or other time period as directed by District Representative. The District does not pay invoices in advance of service (prepay). Invoices shall be mailed to: School Board of Alachua County, Attn: Finance Department, 620 East University Avenue, Gainesville, FL 32601, or sent via email to: facilitiesinvoices@gm.sbac.edu.

gg. **Payment Terms:** Payment for the purchase of goods and services shall be made in accordance with Florida Statutes 218.74.

hh. **Invoice Verification/Correction:** It shall be the responsibility of the District Representative or other designated personnel to verify and approve all invoices and notify Bidder should any billing errors be discovered. Bidder shall promptly resolve any and all billing discrepancies.

ii. **Final Payment:** It is agreed and understood that the issuance of final payment by the District shall constitute the closing of the project and the acceptance of final payment by Bidder shall constitute a waiver of all further claims relating to project. The making of final payment shall not constitute a waiver of any claims by the District and shall not relieve Bidder of the responsibility for negligence, faulty materials, or workmanship to the extent within the period provided by law and by the warranties provided herein. SBAC reserves the right to partially pay (short pay) invoices should reasonable justification be presented by District Representative that all project work has not been satisfactorily completed.

20. Equipment: Bidder shall maintain and have readily available all service vehicles, equipment, tools, and accessories of trade customarily used in the service trade, and as necessary to adequately and efficiently perform its contractual duties. Customary equipment shall include, but not limited to:

- Dry upright/canister vacuum cleaners;
- Wet vacuum cleaners;
- Portable back vacuum cleaners;
- Pressure washer, minimum 3000 psi, ¾ gallons per minute flow rate;
- Multiple size step/extension ladders.

All equipment shall be of commercial grade, adequate size and type, and meet OSHA standards for electric plugs, cords, grounds, etc. Industry standard vacuum equipment shall have either HEPA or HEPA-like filtration. Equipment shall be maintained in good working condition, ready for immediate use. The District shall furnish all electrical power to operate equipment at existing power outlets. Any other associated expenses (i.e., fuel, etc.) involved in the operation of equipment shall be reimbursed to Bidder at actual cost. Bidder shall provide all needed power extension cords. It shall be the responsibility of Bidder to pay the cost of repair for any damage caused to electrical outlets/covers caused by improper equipment connection. Hot and cold water shall also be made available as necessary for cleaning.

Any dispute concerning the interpretation of “customary” equipment shall be resolved by the Purchasing Department in consultation with the Facilities Department. It is agreed and understood that the decision of Purchasing Department shall be final and conclusive. Unless as otherwise permitted and expressly stated on Form of Proposal, SBAC shall not be charged for any equipment deemed by the District to be standard or essential for the scope of services or for auxiliary equipment utilized in the maintenance or support of such customary equipment. The cost of customary equipment, tools, and accessories as required, shall be an element of proposed hourly labor rates. Furthermore, the District shall not be charged for equipment down time lost due to equipment failure, or for routine maintenance or cleaning. It is understood that having the necessary and operable equipment is critical to the performance of the contract. Failure of Bidder to complete any project due to not having the necessary equipment shall be grounds for contract termination.

21. Specialty Equipment Rental: In the event the scope of work requires the utilization of equipment that is customarily not provided, in the opinion of District, by commercial cleaning contractors, the rental of such equipment shall be at the expense of SBAC. Any project requiring the provision of such rental equipment shall have the prior expressed approval of District Representative. The District shall reimburse Bidder all customary and reasonable rental fees at net cost plus (+) fifteen percent (**15%**).

Equipment operator labor cost shall be based on the applicable hourly rate, as stated on the Form of Proposal. Any other associated expenses (i.e., fuel, etc.) involved in the operation of the rental equipment shall be reimbursed to Bidder at actual cost. It shall be the responsibility to Bidder to submit paid receipts from the rental company and/or other vendors as condition of reimbursement. SBAC assumes no direct or implied responsibility for the theft, vandalism, injury or other undesirable actions occurring to or performed with any equipment rented by Bidder.

22. Cleaning Tools/Supplies: Unless as otherwise expressly stated herein, Bidder shall be responsible for the furnishing, at own expense, of all cleaning tools and accessories of trade (i.e., brooms, wet mops, dust mops, brushes, buckets, wringers, measuring devices, dispensing bottles, etc.), and disposable cleaning supplies (i.e., rags, sponges, paper towels, cloths, trash can liners, etc.) commonly used in the custodial cleaning service trade. All cleaning tools, accessories and supplies shall be subject to the approval of the District. The cost of cleaning tools and supplies shall be an element of the Bidder's overhead burden in the proposed hourly labor rates.

23. Chemical Cleaning Products: SBAC shall, at own expense, provide Bidder all chemical cleaning products required for the proper execution and completion of each project including, but not limited to: cream cleanser; furniture polish; glass cleaner; heavy duty general purpose cleaner; germicidal detergent/cleaner; toilet bowl cleaner; degreaser; and, disinfectant cleaner. SBAC reserves the right to purchase such materials from any source or via any procurement method deemed by the Purchasing Department to be in the best interest of the District. Material Safety Data Sheets (MSDS) shall be provided to Bidder for all applicable products upon request. Bidder shall become knowledgeable and comply with all product use instructions as recommended by each manufacturer.

The District recognizes that under certain conditions it may be more practical and cost-effective to directly acquire cleaning products from Bidder on a limited basis while working on site. All such items to be acquired from Bidder shall be approved by District Representative prior to purchase and use, and shall be limited to six hundred dollars (\$600.00) per project, unless a higher purchase limit is requested by the District Representative and approved by the Purchasing Department. All product purchases for any single project that are estimated to exceed \$600.00 shall be subject to competitive quotation at the discretion of the Purchasing Department, in the time and manner that is in the best interest of the District. Bidder shall provide Material Safety Data Sheets (MSDS) to District Representative for all chemical products prior to use.

Pricing: All chemical cleaning products purchased directly from Bidder shall be provided F.O.B. destination to the District worksite in the form of net cost plus (+) percentage (%) mark-up. Bidder shall indicate on Form of Proposal the maximum allowed percentage mark-up, inclusive of sales tax due, that shall be offered to the District for all categories of materials based on stated dollar volumes. For purposes of this contract, the District has established a maximum mark-up limit of twenty percent (20%). It is understood that the actual percentage mark-up may be less than indicated depending on the type and quantity of materials, and the availability of any special volume pricing. Percentage mark-up shall remain firm throughout term of contract even though materials cost may change on a periodic basis.

Labeling: Bidder shall purchase and issue all chemical cleaning products in their original containers. Chemical products that require precautionary warnings shall have affixed to all containers such labels or markings as are prescribed by law or regulatory agency. Markings or labeling of chemicals containing hazardous or toxic substances or wastes shall be in accordance with all Federal, State and County laws, ordinances, rules and regulations.

Surplus: Upon completion of project, Bidder shall be required to immediately return all unused cleaning chemical products to District Representative. The District reserves the right to request an invoice credit for all unused product purchased directly from Bidder.

24. Price: Bid hourly labor rate to be charged SBAC for each personnel classification as listed on Attachment C, Form of Proposal. All personnel classifications must be bid; partial Bids shall not be accepted. Pricing bid shall be inclusive of all aspects of services required including: supervision; labor; technical expertise; service vehicles; customary equipment, tools, and trade accessories; transportation; travel time; insurance; profit; and, any other direct and indirect cost associated with the execution and administration of the contract. No additional costs, expenses or surcharges (i.e., mileage, fuel, travel time, Visa™ purchasing card processing fee, etc.) shall be applicable to this contract unless specifically permitted herein. Bidder shall only be compensated for productive man-hours at work site. Time spent for the transportation of personnel and/or equipment shall not be charged directly, but considered Bidder's overhead, to be included in hourly labor rates bid.

No minimum hourly requirements shall be allowed as part of this contract. Unless as otherwise permitted and expressly stated herein, pricing shall be firm and fixed for the term of the contract and any subsequent renewal periods.

Supplemental Services: As a supplement to contract, Bidder is requested to propose a percentage (%) mark-up to be applied to the cost of all directly purchased chemical cleaning products.

25. Premium Time: The premium time category rate shall be limited to 150% of proposed straight time (i.e., straight time rate bid of \$5 per hour would mean a premium time rate cap of \$7.50 per hour). Rates submitted for premium time on Attachment C in excess of the cap may be considered non-responsive. It is anticipated that utilization of premium time rates shall be limited. All services requested and approved in advance by District to be performed under any of the following conditions may be considered “premium time” unless otherwise waived by mutual agreement.

- A. Services performed on any District observed legal holiday;
- B. All services performed on an emergency basis during or after normal operating hours that require mobilization within specified time limits. In the event of extended assignment, the “straight time” hourly service rate shall apply commencing on the third (3rd) calendar day of service.

26. Bid Tabulation/Evaluation: During Bid tabulation process, the Purchasing Department shall assign and apply a weight factor (WF) to the proposed hourly labor rates (HR) of each personnel classification as listed in order of precedence on Attachment C, Form of Proposal. For purposes of Bid tabulation, the assigned weight factor (WF) represents the projected percentage (%) that each classification will be utilized on an annual contract basis. Award Total shall be determined by the addition of all weighted hourly labor rates (WHR) after assigned weight factors (WF) have been applied (Example: $HR \times WF (\%) = WHR$). Award of contract shall be made to the responsive and responsible Bidder with the lowest Award Total.

Supplemental Services: The percentage (%) mark-up submitted by Bidder for purchase of chemical cleaning products shall not be evaluated or considered in Bid award. SBAC reserves the right to reject and negotiate proposed mark-up with the low, responsive and responsible Bidder if it is deemed to be in the best interest of the District. Furthermore, SBAC reserves the right to purchase specified supplemental services from any source or via any procurement method deemed to be in the District’s best interest.

27. Warranty: Reference Attachment A, “25. Condition of Product/Services”: In addition...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 quality of services shall meet or exceed that provided to other commercial customers. Specifically, Bidder shall warrant that all workmanship conforms to project 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. Should any services be required to be re-performed, such services shall be completed within one (01) business day of notification at no additional expense to the District. In the event Bidder fails to correct defects within specified time, the District reserves the right to have the work remedied from other service provider. In such case, Bidder shall be fully liable for all costs and expenses reasonably incurred by the District.

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

29. Habitual Violator: Reference Attachment A, “47. Termination for Default”: In addition...Should the District determine that the number of complaints at any project 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 19-45
DISTRICT (SWAT) CUSTODIAL CLEANING
SERVICES – ANNUAL CONTRACT

Instructions: Bid hourly labor rate to be charged SBAC for each personnel classification as listed. All personnel classifications must be bid; partial Bids shall not be accepted. Pricing bid shall be inclusive of all aspects of services required including: supervision; labor; technical expertise; service vehicles; customary equipment, tools, and trade accessories; transportation; travel time; insurance; profit; and, any other direct and indirect cost associated with the execution and administration of the contract. No additional costs, expenses or surcharges shall be applicable to this contract unless specifically permitted herein. Bidder shall only be compensated for productive man-hours at work site. Time spent for the transportation of personnel and/or equipment shall not be charged directly, but considered Bidder's overhead, to be included in hourly labor rates bid.

#	Personnel Classification	Hourly Labor Rate
1.	One Two-Man SWAT Crew One (01) Crew Leader <u>and</u> one (01) Custodial Worker	
a.	"Straight Time" Days, evenings, and weekends with required advanced notification.	\$
b.	"Premium Time" <i>Reference Attachment B, "25. Premium Time" for detailed explanation.</i>	\$
2.	Custodial Worker Assigned additional to Crew as needed	
a.	"Straight Time" Days, evenings, and weekends with required advanced notification.	\$
b.	"Premium Time" <i>Reference Attachment B, "25. Premium Time" for detailed explanation.</i>	\$

SUPPLEMENTAL SERVICES

All chemical cleaning products provided by Bidder to the District shall be billed at net cost plus (+) percentage (%) mark-up. Bidder shall input percentage (%) mark-up below for each stated dollar amount that will be offered for all categories materials subject to established maximum limit of 20%. SBAC reserves the right to purchase chemical cleaning products from any source or via any procurement method deemed to be in the District's best interest

#	Net Cost of Material	Mark-up
1.	≤ \$600.00	%

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

Acknowledgement of receipt of addenda (if applicable):

_____ Addendum No. 1
(initial here)

_____ Addendum No. 2
(initial here)

QUESTIONNAIRE:

Contact Information

Address of facility for which personnel will be dispatched under this contract:

Firm Name: _____

Address: _____

City/State/Zip: _____

Contact Name: _____ Title: _____

Phone #: _____ Fax #: _____

Designated Account Representative:

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Second Contact Information (if Account Representative is not available):

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Emergency Contact Information (if different than Account Representative):

Name: _____ Title: _____

Phone #: _____ Cell#: _____

Fax #: _____ Email: _____

Experience

- Years in business under present name: _____
- Year is which your firm was incorporated in the State of Florida: _____
- Years performing contract services in State of Florida: _____ Alachua County: _____
- Is your firm currently servicing commercial accounts within Alachua County? ☐ Yes ☐ No

Personnel

- Current number of qualified and screened Custodial Workers that will be available to the District under this contract: _____
- Current number of qualified and screened Crew Leaders that will be available under this contract: _____

Business Operations

- Does your firm have the ability and experience to perform all services as described? ☐ Yes ☐ No
If no, list exceptions and provide explanation as attachment to Bid submittal.
- Is your business office staffed during regular business hours? ☐ Yes ☐ No
State regular business hours: _____ to _____
- Does your firm have the capability to respond to requests for assistance after normal operating hours?
☐ Yes ☐ No

- Does your firm have the capability to respond to all calls from the District during regular business hours? ☐ Yes ☐ No
- Does your firm have the capability to provide custodial personnel for assignment twenty-four (24) hours per day, seven (07) days per week? ☐ Yes ☐ No
- Should a service request be “urgent”, does your firm have the capability to provide custodial personnel for assignment within one (01) business day of request? ☐ Yes ☐ No
- Should a service request be an “emergency”, does your firm have the capability to provide custodial personnel at any District worksite within two (02) hours of notification? ☐ Yes ☐ No
- Transportation to/from District site shall be provided by: ☐ Company ☐ Personnel
- Number of service vehicles (i.e., van, pick-up truck, etc.) available under this contract: _____
- Does your firm currently have available all commercial grade equipment as specified herein? ☐ Yes ☐ No

References

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

1) Company/Organization name: _____

Address: _____ City/State/Zip: _____

Contact name: _____ Title: _____

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

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

Description of services provided: _____

2) Company/Organization name: _____

Address: _____ City/State/Zip: _____

Contact name: _____ Title: _____

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

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

Description of services provided: _____

3) Company/Organization name: _____

Address: _____ City/State/Zip: _____

Contact name: _____ Title: _____

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

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

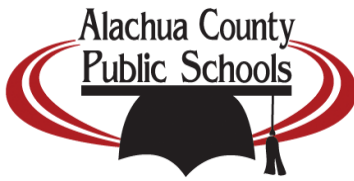
Description of services provided: _____

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

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

APPENDIX

- i. WORK PROPOSAL**
- ii. WORK TIME SHEET**
- iii. MATERIALS LIST**



WORK PROPOSAL
(Submit to District Representative)

IFB No. **19-45** Title: **DISTRICT (SWAT) CUSTODIAL CLEANING SERVICES**

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

Description of Work: _____

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

#	Equipment/Labor Classification	Qty.	Estimated Hours	Hourly/ Service Rate	Extend Amount
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
Total					\$

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

(Check ☒ one): ☐ FIRM FIXED PRICE ☐ NOT TO EXCEED _____ Dollars \$_____. ____

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

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

Authorized Signature: _____ Date: ____/____/____

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

Reviewed by: _____

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

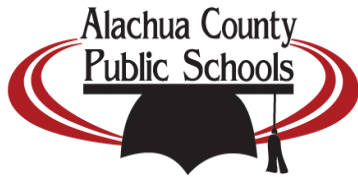
Completion of Work: Contractor certifies that all work described herein has been inspected and found to be complete, in accordance with the contract. Payment in full is hereby requested.

Authorized Signature: _____ Date: ____/____/____

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

Authorized Signature: _____ Date: ____/____/____

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



WORK TIME SHEET
(Submit to District Representative)

IFB No. **19-45** Title: **DISTRICT (SWAT) CUSTODIAL CLEANING SERVICES**

#	Labor Classification (C#)		Work Location:										Ref. #						
1.	2-Man Crew Journeyman Carpenter	3.	Apprentice Carpenter Carpenter Trades Helper	Contractor:										Month/Yr.		_____/_____/_____			
2.		Submitted By:										Submitted To:							
		Begin Date: ____/____/____										End Date:		____/____/____					

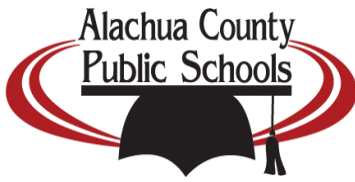
Personnel Name	C#	Total	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31

Contractor certifies that all personnel listed above have been directly employed by Contractor to perform work in accordance with Work Proposal; that the stated personnel categories set forth herein conform to the work performed; and that the total hours submitted for all listed personnel are correct and complete.

Authorized Signature: _____ Date: ____/____/____

Acceptance of Time Sheet by School Board of Alachua County: The above total hours have been examined in accordance with Work Proposal and are hereby accepted.

Authorized Signature: _____ Date: ____/____/____



MATERIALS LIST

(Submit as Attachment to Work Proposal)

IFB No. **19-45** Title: **DISTRICT (SWAT) CUSTODIAL CLEANING SERVICES**

Work Location:		Ref. #	
Contractor:		Date:	____/____/____
Submitted By:		Submitted To:	
Phone #:		Mark-up (%) per Contract:	

(Unit Price = Net Cost + % Mark-up)

#	Description	Qty.	U/M	Unit Price	Extend Amount
1				\$	\$
2				\$	\$
3				\$	\$
4				\$	\$
5				\$	\$
6				\$	\$
7				\$	\$
8				\$	\$
9				\$	\$
10				\$	\$
11				\$	\$
12				\$	\$
TOTAL					\$

Equipment Rental:				(Unit Cost = Net Cost + 15% mark-up)	
#	Equipment Description	Rental Dealer	Rental Period	Rental Fee Net Cost	Rental Fee Unit Cost
1				\$	\$
2				\$	\$
3				\$	\$
Total					\$

Contractor hereby proposes to provide the listed materials/rental equipment in accordance with contract. Any alteration or deviation from above specifications involving material/equipment substitution and/or extra costs shall be approved by the District Representative prior to commencement of work. Contractor guarantees that all materials shall be provided to District as specified. Unless otherwise approved by District Representative, all materials shall be factory new and unused, first quality and fresh stock, and designed to give satisfactory performance in accordance with intended use.

Authorized Signature: _____ Date: ____/____/____

Acceptance of Materials List by School Board of Alachua County: The above specifications and prices are hereby accepted.

Authorized Signature: _____ Date: ____/____/____

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

_____ - _____ - _____ - _____ - _____ - _____ \$ _____.

_____ - _____ - _____ - _____ - _____ - _____ \$ _____.