SCHOOL BOARD OF ALACHUA CO SUBMIT BID TO: See Bid mailing instructions on page	•	INVITATION FOR BID Bidder Acknowledgement and Acceptance Form
BID TITLE: ANNUAL CHILLER AND COOL MAINTENANCE SERVICE PRO	ING TOWER	BID NO. 20-15
DELIVERY F.O.B. DESTINATION:	<u> </u>	ISSUE DATE: February 18, 2020
All designated Schools and Centers		PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844) 269-9018
BID DUE DATE AND TIME: March 17, 2020,	at 3:00 p.m. 🕒	BID OPENING: Purchasing Department
A non-mandatory pre-bid meeting is scheduled for located at the Fred G. Sivia Center, 3700 NE 53 rd A		10:00 a.m., in the Facilities Department conference room, 32609.
conditions, specifications, and instructions contained Bidder agrees to be bound by a contract, the form materials and/or services described in this IFB. Furt any other Bidder and has not colluded with any other	d in the Invitation For E of which will be provio ther, Bidder attests tha er Bidder in the prepar	that it understands, agrees to, and will abide by all terms, id ("IFB"), inclusive of the contents of any Addenda hereto. led by the School Board of Alachua County, to provide the tit has not divulged, discussed, or compared this offer with ation of this offer in order to gain an unfair advantage in the ation contained herein is subject to the Public Records Act,
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:	1	
SBAC personnel may choose to use a Visa™ purchaby submitting a Bid, agrees to accept the purchasing handling charges to purchases made under this IFB	card as an acceptable	purchase order to make purchases under this IFB. Bidder, form of payment and may not add additional service fees or ard.
NO BID THE PROSPECTIVE BIDDER HEREBY SUBMI	ITS A "NO BID" FOR TH	E REASON(S) NOTED BELOW:
☐ 1. Insufficient time to respond to the IFB	☐ 4. Our product	on/service schedule will not permit a response
☐ 2. Could not meet the specifications	□ 5. Remove our	name from this bid list only
\Box 3. Does not offer the product or service specified	□ 6. Other	
FAX THIS "NO BID" FORM TO (844) 269-9018. INCLUDE FORM MAY RESULT IN BIDDER'S REMOVAL FROM SB		MATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS LIST.
SERVICES : If the services described in this IFB are customarily these services, then the paragraph listed below (ref. Attachment A		a SBAC is in the business of performing, and, instead, Bidder will provide ctions to Bidders) will be checked.
		☐ Paragraph 64
		sing the contract formed as a result of this IFB, then one or more of the be checked. Paragraphs not checked below do not apply to this IFB.
☐ Paragraph 66 ☐ Paragraph 67 ☐ Paragraph 68 ☐ P	Paragraph 69	n 70 Paragraph 71 Paragraph 72 Paragraph 73
☐ Paragraph 74		
ADDITIONAL INFORMATION REGARDING THE SCHOOL ADDRESSES AND THE CURRENT SCHOOL YEAR CALE PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCL CONTRACTS.	ENDAR, IS LOCATED AT	WWW.SBAC.EDU. THE PURCHASING DEPARTMENT'S HOME

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 Administration Building Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601

If delivered by hand, deliver Bid to the Purchasing Department located on second floor (Room 02-212) of the 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 #20-15, ANNUAL CHILLER AND COOLING TOWER MAINTENANCE SERVICE PROGRAM," TO BE OPENED AT 3:00 P.M., MARCH 17, 2020. 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:

- ATTACHMENT C FORM OF PROPOSAL AND BIDDER QUESTIONNAIRE

SUBMITTALS CHECKLIST

This checklist serves to provide the Bidder with a tool to ensure that its Bid contains all required submittals. Bidder shall $\boxed{2}$ 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.

		Page
Verified	Submittal Description	Reference
	Bidder Acknowledgement and Acceptance Form	1
	Debarment Form	5
	Jessica Lunsford Act Form	6
	Small/Minority Business Enterprise Form	7
	Insurance Certification Form	9
	Attachment C – Form of Proposal	35-39
	Questionnaire	40-42
	References	43-44
	Required Submittals	27
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 \(\sum \) not applicable to this IFB and \(\frac{\text{shall not}}{\text{be included in Bidder's Bid.}}\)
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."
<u>LEGAL OPINION ABOUT STATE BIDDING PREFERENCES</u> (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 dec, and it is my legal opinion that the laws of this state dec, and it is my legal opinion that the laws of this state dec, and it is my legal opinion that the laws of this state dec, and it is my legal opinion that the laws of this state dec, and it is my legal opinion that the laws of this state dec, and it is my legal opinion that the laws of this state dec, and it is my legal opinion that the laws of this state dec, and it is my legal opinion that the laws of this state dec, and it is my legal opinion that the laws of this state dec, and it is my legal opinion that the laws of 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 <u>do not grant a preference</u> 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 t 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 #20-15, ANNUAL CHILLER AND COOLING		
	TOWER MAINTENANCE SERVICE PROGRAM		
PRINTED NAME AND TITLE OF AUTHORIZ	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 <u>is</u> 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.

BID # AND TITLE
IFB #20-15, ANNUAL CHILLER AND COOLING
TOWER MAINTENANCE SERVICE PROGRAM
DATE
DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If appli	cable ¹ , I	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 Hispani	ic American
		Asian American Native America	ın
		American Women	
as defin	ned in FS	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, C	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:	
		a small or minority business enterprise, but intend to subco his IFB to a small or minority business enterprise, please pr	
	Subc	contractor Name Small/MBE Designation (see above	Estimated Dollar Value of Services
1.			
2.	·		
3.			
NAME	OF BIDD	DER	BID # AND TITLE
			IFB #20-15, ANNUAL CHILLER AND COOLING TOWER MAINTENANCE SERVICE PROGRAM
PRINT	ED NAM	IE AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNA	TURE		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 \(\square applicable to the	e IFB. This waiver is 🛛 not applicable to the IFB.	
	es or products described herein in accordance with Attachment A, irements 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 requests to be included in Bidder's Bid.	irements stated herein, then the Insurance Certification Form shall	
NAME OF BIDDER	BID # AND TITLE	
	IFB 20-15, ANNUAL CHILLER AND COOLING TOWER MAINTENANCE SERVICE PROGRAM	
PRINTED NAME AND TITLE OF AUTHORIZED REPRES	ENTATIVE	
SIGNATURE	DATE	

		INSURANCE CERTIFICATION FORM
	This f	form 🔀 is applicable 🗌 is not applicable to the IFB.
		ocure and maintain during the term of the Contract, at least the following minimum the liability of the Bidder:
Workers Compen • Statutor	nption certificate from	the State will be required if Bidder claims exemption from Workers Compensation
Comprehensive C	General Liability 1000 Each Occurrence 1000 Per Project Aggreg 1000 Products and Composes Operations Contractual Liability 11 Injury Liability 12 de Definition of Properations 13 de Liability 14 (Contractual Liability 15 de Liability 16 (Contractual Liability)	pleted Operations Aggregate rty Damage
	000 Each Occurrence	Professional Liability Inguismes \$1,000,000 Feeb Occurrence
	Not Applicable ⊠ Not Applicable ⊠	Professional Liability Insurance - \$1,000,000 Each Occurrence Pollution Liability Insurance - \$1,000,000 Each Occurrence
_	Not Applicable Not Applicable	Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence
(including proper award. Bidder sh required hereunder expiration of the authorized to proor other documen	rty damage) liability po- lall furnish SBAC copie er, and which contain the insurance policy, thir ceed with the services u- tation of insurance or po-	g company. SBAC shall be named as an <i>additional insured</i> in the comprehensive general blicy within five (5) calendar days prior to Board action on the recommended contract es of insurance certificates evidencing that it maintains at least the insurance coverage he following or equivalent clause: "Before any reduction, cancellation, modification or ty (30) days prior written notice thereof shall be given to SBAC." Bidder is NOT ntil all the insurance certificates have been received and accepted. Receipt of certificates olicies or copies of policies by SBAC, or by any of its representatives, which indicate less e a waiver of the Bidder's obligation to fulfill the insurance requirements herein.
acknowledges th Bidder shall sub prior to Board Department (By Purchasing Depa	nat SBAC is relying on omit the Certificate of a action on the recon or mail or express del	s and represents that it will provide the insurance coverage described above and the warranties and representations made by Bidder. If selected for contact award, Insurance prescribed above on Accord form 25 no later than five (5) calendar days mended award. The Certificate of Insurance shall be sent to the Purchasing livery to: 620 East University Avenue, Gainesville Florida, 32601; by hand to: cond floor (Room 02-212) of the District Administration Building at above address; 018).
Company Name:		Date:
Authorized Signa	ture:	
Printed Name:		Title:
-		overage and certificates should be addressed to:
Printed Name: Phone #:		Title: Fax #:
Email:		

ATTACHMENT A GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

1. DEFINITIONS:

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

<u>Bid</u>-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.

<u>Bidder</u>- an individual, firm, association, joint venture, partnership, syndicate, corporation, or group that submits a Bid in response to an IEB

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

<u>Responsible Bidder</u>-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.

<u>Lowest Responsible Bidder</u>-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.

<u>Alternate Bid-a sealed</u> 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).
- 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.
- 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.

- 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 <u>NOT</u> 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 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.
- 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.
- 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.
- 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 companyowned 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.
- 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 contact 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 is 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
- 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 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/_lOHzs_/ a70b66390a32737c3745a49013852ec4/Yearly ACPSINFOSECRES_1.pdf.
- 63. FLORIDA PREFERENCE: When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

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

- 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 Statues 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 contact, 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 66-74 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 & SAFTETY ACT (34 CFR 80.36(i)(6)): Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers
- 69. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: For Contracts exceeding of \$150,000, Bidder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 70. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): For Contracts exceeding \$100,000, Bidders shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.
- 71. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 72. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- 73. DRUG-FREE WORKPLACE CERTIFICATION: Tie Bid preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition; b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) In the statement specified in subsection (I), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- 74. ENERGY POLICY AND CONSERVATION ACT [APPENDIX II TO 2 CRF 200]- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C 6201).
- 75. 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 20-15

ANNUAL CHILLER AND COOLING TOWER MAINTENANCE SERVICE PROGRAM

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

1. Scope of Service: The purpose of this IFB is to select a service provider (hereinafter "Bidder"), secure firm prices and establish a firm fixed unit-price contract for the provision of a chiller and cooling tower maintenance service program, as well as heating, ventilation and air conditioning (HVAC) services that are common and necessary to the operations and infrastructure of an educational facility.

In brief, the scope of the agreement shall require successful Bidder to develop and implement a continuing and comprehensive program of systematic inspections, preventive maintenance, emergency and routine repair services, and all other aspects of services that may be required ("program services") to properly maintain forty-three (43) chillers and seven (07) cooling tower units ("equipment"), as specified herein, at twenty-two (22) schools and centers within the District. The size and complexity of equipment shall significantly vary. The manufacturers of equipment currently represented in the District and to be serviced under the contract shall include: McQuay; Trane; Carrier; Daikin; York; Smardt; Baltimore; and Evapco.

It is the intent of the District that a <u>full service/coverage</u> contract be established, inclusive of all aspects of program services required and operationally necessary to maintain specified equipment in a safe, effective, operable, reliable, and efficient condition, in accordance with the requirements of IFB, manufacturer recommendations/standards, and established industry standards.

It shall be the responsibility of Bidder to provide all technical expertise; supervision; qualified labor; customary equipment tools and trade accessories; parts, materials, components and supplies; transportation; and other services that are necessary for the proper execution and completion of the required work. Bidder shall have the ability to provide timely expert consultations to correctly analyze any complex equipment issues. Due to safety and accessibility concerns, work may be scheduled, at the sole discretion of District, after normal facility operating hours. In the event of an emergency, Bidder shall have the capability to provide qualified personnel, with appropriate tools and equipment, within the time limits as specified herein. All work performed shall be billed to the District based on pricing bid.

The primary objectives of the District in awarding contract are to:

- Maintain a healthy comfortable productive learning environment for the students and staff;
- Minimize equipment down time;
- Extend equipment life;
- Optimize utility expenditures.

February 18, 2020

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

Invitation for Rid Issued

2. Tentative Schedule:

_	1 Coluary 10, 2020	invitation for Did Issued
•	February 27, 2020	Pre-Bid Meeting (Non-Mandatory)
•	March 02 – March 06, 2020	Pre-Bid Site Survey
•	March 10, 2020	Last Day to Submit Questions
•	March 17, 2020	Bid Due Date
•	March 19, 2020	Recommendation to School Board
•	April 07, 2020	Planned Award Date
•	April 08, 2020	Commencement of Services

- **3. Pre-Bid Meeting:** A <u>non-mandatory</u> pre-bid meeting is scheduled for February 27, 2020, at 10:00 a.m. in the Facilities Department conference room, located at the Fred G. Sivia Center, 3700 NE 53rd Avenue, Gainesville, FL 32609. The purpose of meeting is to provide clarification and information to prospective Bidders. A duly authorized representative of prospective Bidder must attend meeting. <u>The District shall not accept Bids from any Bidders not in attendance at meeting</u>.
- **4. Pre-Bid Survey**: Bidders shall be provided an opportunity to participate in a monitored survey of equipment at each service site to become familiar with the present condition of equipment and acquire the information necessary to develop Bid response. It shall be the sole responsibility of Bidder to become fully informed as to the nature and extent of the work to ensure that price Bid accurately reflects the scope of services required. Sufficient time shall be given during visit to allow Bidders to thoroughly inspect equipment. Site surveys shall only be conducted during scheduled times so as to not disrupt operations of facility. The survey shall be conducted March 02 March 06, 2020 (M-F). A survey schedule and directions shall be provided to all prospective Bidders at pre-bid meeting. Bidders shall be responsible for providing own transportation, and following customary check-in procedures upon arrival at each service site.
- **5. Questions:** Reference Attachment A, "16. Interpretation of Bidding Documents and Addenda": In addition... Bidder shall submit any requests for interpretation, correction, or clarification of the IFB documents to the Purchasing Department by no later than close of business on March 10, 2020. Questions received after this date shall not be answered. No verbal or written information obtained other than by information contained in IFB or by written addendum shall be binding. The issuance of written addendum is the only official method by which interpretation, clarification or additional information may be given. Any addenda to IFB shall be posted on the Purchasing Department website. It shall be the responsibility of Bidder, prior to submission of Bid, to check website for any issued addenda. The District shall not be responsible to email or send addenda directly to potential Bidders.
- **6. Service Conditions**: Reference Attachment A, "6. Work Conditions/IFB Examination". In addition...All specified equipment is currently in operating condition, and is being regularly maintained. The District makes no other statement as to the current condition and scope of work required to maintain equipment.

Bidder is advised to carefully examine all IFB specifications and to become thoroughly informed regarding any and all conditions and requirements that may affect the services to be provided under this contract. It shall be the sole responsibility of Bidder to make such investigations and inspections as appropriate to fully understand and become familiar with all facilities, and any difficulties and restrictions attending the execution of service. Failure to make such examinations shall not relieve Bidder of any obligations with respect to IFB and subsequent contract. No deviations or allowances shall be made because of lack of physical examination of the facilities or knowledge of difficulties affecting the work that may not specifically be addressed in IFB.

- **7. Award:** The District anticipates making award of a firm fixed-price 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 compliance to IFB specifications, and qualifications of Bidder, including relevant expertise, experience, and capacity to perform the requirements as specified herein. The District may also consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications.
- **8. Contract Term/Renewal Option:** The contract term shall be approximately two (02) years, beginning April 08, 2020, and ending March 31, 2022. 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.
- **9. Contract Management:** All day-to-day operational aspects of contract services shall be scheduled and coordinated with Jay Ebbeling, Mechanical Foreman (hereinafter "District Representative"), under the general direction and authority of the Facilities Department. All work shall be subject to periodic review by District Representative to ensure compliance with contract specifications, time schedule, and established quality standards.

10. Service Modification: Both temporary and extended changes in service requirements may occur over the life of contract. SBAC may add, delete or change service locations, equipment type and quantity, and other requirements as changes may occur. It is agreed and understood that such modifications shall be allowed under the terms of awarded contract, and unless otherwise permitted and expressly stated herein, shall not cause any change in service price of other equipment covered by contract. Bidder shall not unilaterally modify the terms and conditions of contract by affixing additional provisions based on said modifications.

The addition of equipment to the service program shall be at the discretion of the SBAC. The maintenance service program price for added equipment is to be based on comparable equipment currently serviced under the contract. In the event that similar equipment does not exist, the contract price shall be established by good-faith direct negotiations between the parties. The contract price shall be reduced for any deletion of equipment in accordance with current established pricing for specific equipment. Any and all changes to service requirements shall be approved by the Purchasing Department and executed by written modification to the contract.

- 11. 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. <u>Established Business</u>: Bidder shall be an established firm whose sole or primary business includes the provision of HVAC 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 five (05) consecutive years. Demonstration of past successful experience with commercial (business/institutional) accounts within the State of Florida similar in scope of this contract shall be required. Bidder shall have extensive experience in the maintenance and repair of the type and size of chiller and cooling tower equipment described herein. Project experience shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Bidder;
- B. <u>Licensures</u>: Bidder shall be licensed to perform all services described herein within the State of Florida, and limits of Alachua County, Florida. Specifically, Bidder shall currently hold and maintain for the term of contract a Class A, Air-Conditioning Contractor license (CA) license or Mechanical Contractor license (CM) as issued by the State of Florida, Department of Business Professional Regulation pursuant to Section 489, F.S. Bidder shall advise District if license has ever been suspended, revoked, or denied renewal. It shall be the responsibility of Bidder to possess and maintain, for the life of the contract, all other permits, licenses, certificates, and approvals as required by all regulatory agencies having jurisdiction and authority under this contract.
- C. <u>Location</u>: It is understood that service response time is an essential part of this contract. Bidder shall be located and maintain a fully operational and staffed service dispatch facility within reasonable proximity (contiguous counties) of Alachua County limits to ensure compliance with the service time requirements as specified herein. SBAC reserves the right to waive this requirement should Bidder be able to demonstrate, to the complete satisfaction of District, its capability in providing efficient and timely service in support of this contract including having successfully serviced commercial accounts within limits of Alachua County;
- D. <u>Service</u>: Bidder shall have at time of Bid due date, adequate organization, technical expertise, equipment, facilities, supervisory capability, qualified personnel, equipment, and technical tools of the trade to ensure competent, prompt, and efficient service on a District-wide basis in support of this contract. <u>Specific qualification criteria as appropriate to personnel, service, and equipment is further delineated herein;</u>
- E. <u>Accounting Practices:</u> Bidder shall have the ability to provide accurate, reliable and timely invoices, statements, utilizations reports, and other data necessary as required by District.
- F. <u>Financial Capacity:</u> 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, equipment, and facility(s) of apparent low Bidder, and to make sole and final determination as to Bidder's compliance and capability in meeting the requirements of IFB. It shall be the responsibility of Bidder to provide any further evidence and support documentation as deemed appropriate by District during the evaluation process within three (03) business days of request. 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.

12. 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; Florida Building Code; National Fire Protection Association (NFPA); Occupational Safety and Health Act (OSHA), and; Environmental Protection Agency (EPA).

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.

- 13. Non-Exclusivity: SBAC reserves the right to perform, or cause to be performed, any part of the work and services described herein with District employees, 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) the scope of any project requires a level of technical expertise or utilization, in significant proportion of project value, of specialized personnel and/or equipment that are not provide by Bidder as part of contract, or; (C) in cases of emergency; or; (D) in fulfillment of Board Policy.
- **14. 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 practices are to prevail, and that all specified services are performed in a professional, efficient and timely manner in compliance with District and industry standards, and all regulatory requirements. All interpretations of this contract shall be made upon the basis of this statement. Furthermore, should any services, functions or responsibilities, not specifically described in this IFB, be necessary for the proper and customary performance and provision of the services, they shall be deemed to be implied by and included within the scope of the services to the same extent and in the same manner as if specifically described herein.
- **15. Dispute:** Any dispute concerning the interpretation of specific contract requirements including specific exclusions, if any, shall be resolved by the Purchasing Department in consultation with the Facilities Department. Should any technical issued require clarification, the District may, at own expense, confer with third party consultant. A written copy of decision shall be provided to Bidder. <u>It is agreed and understood that the decision of Department shall be final</u> and conclusive.
- **16. Subcontractors:** Reference Attachment A, "49. Subcontracts": In addition...Bidder shall be the primary contractor for all inspection, maintenance, and repair services performed under the pending contract. All contract services shall be performed by Bidder's employees under its direct supervision. Should it be necessary to subcontract any specialized services that are not customarily provided by HVAC contractors in the service trade, it shall be the responsibility of Bidder to submit the name and address of sub-tier contractor and any specified submittals as an attachment to their Bid. The District reserves the right to reject said sub-tier contractor based on not meeting qualification criteria, or who has previously failed in the performance of a similar contract, or who is not in the position to perform the specified services to the satisfaction of the District. Bidder shall be held directly responsible and liable for the actions of all sub-tier contractors and the actions of sub-tier contractors' employees. The sub-tier contractor shall be equally responsible for meeting all specified requirements of this contract including maintaining all insurance as required herein.

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

The following minimum qualifications shall apply to any and all labor provided under the pending contract and shall be considered in the development of Bid response.

17.1 <u>Journeyman HVAC Technician</u> shall have the knowledge, skills, and ability to correctly and efficiently perform all tasks commonly performed within the service industry for the position and as described herein, whether attained by certification, or work experience.

Each assigned Journeyman Technician shall meet the following minimum qualifications:

	Seven (07) years continuous and verifiable practical experience working in the HVAC service trade under the direct employ of a licensed HVAC contractor, of which a minimum of three (03) years shall have been working in the capacity of a Journeyman HVAC Technician with specific emphasis on commercial/industrial project work.
	Refrigerant Certification, Section 608 (or "EPA certified"), as required by Title VI, U.S. Code, Clean Air Act – 1990. Technician shall be responsible for refrigerant handling and completion of required Refrigeration Management Form for each project;
	Participation, completion, and certification (as applicable) of formal class training in the operation, service, maintenance, and repair of the same or similar type equipment described herein;
	OSHA certification (10 hr.) with yearly training;
	Comprehensive knowledge of the practices and methods of the service trade;
	Considerable knowledge of the applicable rules, regulations, and codes governing work;
	Comprehensive knowledge of and skill in the use of all required tools, equipment, and materials;
	Considerable knowledge of the hazards and safety precautions of work;
П	Ability to correctly analyze, troubleshoot, and make appropriate repairs on all specified equipment:

It is recognized that certain complex projects may require the utilization of Journeyman Technicians who have specific training, certification, and experience. In such case, the District reserves the right to require Bidder to only assign personnel meeting those qualifications as identified.

- **17.2 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 and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations. 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 may be deemed as a default of contract.
- 17.3 Uniforms/Protective Clothing: All service technicians shall be required to wear a standard company uniform while performing duties, including shirt and trousers. Uniform shirt shall display a minimum of one (01) visible patch or emblem that clearly identifies the employing company. Bidder shall be responsible for providing all safety or protective items required for safe performance of work. All such items shall be in conformance with established OSHA standards.
- **17.4 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 with student population shall be strictly prohibited. When in contact with school 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:

- Vaping, smoking and use of any tobacco products is prohibited;
- No personnel shall be allowed in any area of the building other than the area of work responsibility without the knowledge of appropriate District staff;
- 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 the SBAC performed under this contract.

18. General Service Guidelines:

- a. General Supervision: Bidder shall be responsible for all methods, techniques, sequences and procedures and for coordinating all portions of the work under this contract. It shall be the sole responsibility of Bidder to ensure that services are being accomplished correctly and safely in conformance to specifications and all regulatory codes, and that progress is being made sufficient to meet each project's schedule. Bidder shall work jointly and cooperatively with District Representative to resolve any performance issues and scheduling problems. Bidder's establishment of quality control standards and a system for inspecting and correcting work deficiencies is critical to the success of contract. The failure of the District to immediately reject any unsatisfactory work or to notify Bidder of such deficiencies shall not relieve the Bidder of any responsibilities specified herein. The cost of general supervision shall be an element of the Bidder's overhead burden in the unit prices bid.
- b. **Bidder's Representative**: Bidder shall provide on Form of Proposal, the name, telephone, cell-phone number, and email address of the designated Service Coordinator to contact regarding service scheduling and any performance related issues. In addition, Bidder shall assign one (01) Account Representative to contact regarding any billing disputes or service issues that have not been satisfactorily resolved. 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. It shall be the responsibility of Service Coordinator and Account Representative to respond to all non-emergency calls for assistance within four (04) hours of initial contact, and two (02) hours for situations identified by the District as an emergency.
- c. **Communications**: Bidder shall maintain a toll-free telephone and facsimile terminal by which the District may directly and immediately communicate work requirements and other messages during normal business hours (Monday Friday) from approximately 7:00 a.m. to 5:00 p.m. Email may also be an acceptable form of communication. In addition, Bidder shall provide a method of communication access by which District may request emergency service response.
- 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 (June August). 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 Scheduling**: All service work shall be scheduled in coordination with Facilities Department, service site, and Bidder. The District's normal facility operating hours are Monday through Friday, approximately 7:30 a.m. to 3:30 p.m. However, actual hours of work shall be subject to the operating hours and accessibility of each service site based on potential disruption to facility, established safety standards, and any other applicable restrictions. Services shall not be performed at any time that would disrupt the normal operations of facility unless otherwise approved in advance by District Representative. Should Bidder desire to perform work after normal facility operating hours, a request must be made and approved by the District Representative a minimum of forty-eight (48) hours prior to requested start date in order to coordinate access into the facility.

- f. **Personnel Reporting**: Reference Attachment A, "40. Bidder Personnel": In addition...All assigned personnel shall report directly to each service site in accordance with established schedule. Bidder shall be responsible for providing all transportation of assigned personnel, materials, and equipment to and from service site. Travel time for mobilization of personnel and equipment to and from service site shall not be charged directly to the District but considered an element of Bidder's overhead burden in the prices bid. The District shall not reimburse Bidder for any travel time.
- g. **Site Access**: It shall be the responsibility of Bidder to coordinate site access directly with the Site Representative or other appropriate authority at each service site. Upon arrival at worksite, personnel shall comply with customary check-in procedures and all security standards. Personnel shall only access designated work areas; all other areas shall be off limits. All personnel shall possess and display the SBAC issued photo ID card which shall be presented immediately upon request by District personnel. For the safety of staff and students, Bidder is cautioned to avoid performing services during periods of peak student activity.
- h. **Time of Completion:** Bidder acknowledges that time is of the essence in completing all work in accordance with established schedule. 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 specified time schedule for each service site. 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. The length of time to commence and complete specified services may be a factor in the award. The failure to adhere to established service schedule at any service site on two or more occasions may be deemed as a default of contract.
- i. **Progress Inspection**: The District may at any time to conduct periodic inspections of work. Bidder shall comply with all work progress notification requirements as directed by District Representative. The failure of District to perform progress inspections and immediately reject any unsatisfactory work shall not relieve Bidder of any responsibilities specified herein.
- j. 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. Bidder shall be responsible for the discovery, determination, and correction of any unsafe conditions arising in connection with the performance of work and for keeping the immediate work area secure at all times. Warning devices, hazard signs, safety tape, safety cones, and barricades shall be placed where needed as a measure of warning and protection to pedestrian and vehicular traffic. District Representative shall have the authority to immediately stop any work when conditions are deemed unsafe. Bidder shall immediately report any accidents causing injury to District Representative. Upon completion of work each day, Bidder shall secure work area and eliminate any hazardous condition resulting from its activities. Bidder shall comply with all applicable Federal, State, and local safety rules and regulations including that of the Occupational Safety and Health Act (OSHA) and Florida Department of Transportation.
- k. Safety Program: Bidder shall have an active Safety Management Program that includes the availability of OSHA-certified staff to conduct safety consultations in association with the services provided herein. The program shall include monthly safety training for all field personnel, jobsite audits, job safety analysis, and other key risk assessments.
- Additional Safety Standards: Bidder shall observe and comply with all safety standards as contained in the
 "School Board of Alachua County Safety Guide". 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.
- m. **Protection:** Bidder shall take all necessary, ordinary and extraordinary precautions to ensure District property is protected from Bidder's activities. Bidder shall be responsible for the protection of all District facilities and other improvements (i.e., landscape, pavement, walks, etc.) against operations that may be hazardous and/or damaging to said property. Bidder shall 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. During performance of work, Bidder shall provide, at own expense, sufficient drop protective materials as necessary to prevent damage to adjacent surfaces and equipment.

- n. **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 within the worksite.
- o. **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 District Representatives of destroyed or damaged property, within five (05) business days of discovery unless an 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.
- p. **Hazardous Material Storage/Disposal:** All questions regarding the storage and disposal of hazardous waste materials shall be directed to the District Representative. Hazardous waste materials shall not be disposed in District facility refuse containers.
- q. **Asbestos:** Should any Bidder's personnel encounter materials that they suspect are embedded with asbestos, they should: (1) <u>Stop</u> all work at site and not disturb the area of suspicion; (2) <u>Call</u> the District Representative and advise of discovery; and, (3) Leave worksite until further notice subject to analysis of materials.
- r. 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. Bidder assumes liability for accidents that may occur due to any debris, equipment, tools, and worksite hazards. 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. At completion of work, Bidder shall remove all work materials, tools, equipment, and surplus materials and shall leave worksite in ready to use condition.
- s. **Salvage:** All system components, including that of questionable value, removed during work performance at any service site shall remain the property of District unless otherwise directed by District Representative. Bidder shall be responsible for removing, transporting, and legally disposing all unwanted salvage materials. Bidder may also be requested to transport materials to the Facilities Department Construction Yard. All services associated with the removal, transporting and disposal of surplus materials shall be performed at no additional cost to the District.
- t. **Permits:** The District shall be responsible for obtaining any and all permits required in the performance of work.
- u. **Invoices**: Reference Attachment A, "42. Invoices". In addition...Bidder shall generate and submit one single (01) invoice on a quarterly billing cycle for charges incurred during the previous three (03) months. For any (optional) services performed outside the scope of contract, Bidder shall be required to submit invoice in entirety within ten (10) business days of completion of work at service site. The District shall not pay invoices in advance of service (prepay).

At minimum, invoices shall contain sufficient information, as required by the District, to accurately determine the extent of services provided and accuracy of billing including: invoice number; invoice date; service location(s); equipment serial number; and, description of services. The specific invoice format shall be subject to approval of District. Unless otherwise instructed, the original invoices shall be submitted electronically via email to: Faccapitaloutlayinvoices@gm.sbac.edu.

Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. It shall be the responsibility of Bidder to ensure that all invoices are correct in every detail. Invoices received that are not properly and correctly prepared or are not accompanied by any required support documentation may cause delay of payment.

- v. **Invoice Verification/Correction:** All invoices shall be verified and approved by District Representative or designee prior to payment. The District shall not pay invoices that are known to be incorrect or late charge for invoices with disputed charges. Bidder shall be notified should any billing overcharges or other discrepancies be discovered. Upon notification by District, Bidder shall have one (01) billing cycle to confirm any disputed charge and reissue corrected invoice. Additional time to investigate an invoice discrepancy may be granted upon request by Bidder. The repeated documented failure of Bidder to submit accurate invoices in the time and manner as specified may be deemed as a default of contract.
- 19. Equipment: Bidder shall currently possess and have readily available all service vehicles, commercial grade equipment, hand/power tools, customary trade accessories, and as necessary to adequately and efficiently perform its contractual duties. Such equipment shall include up-to-date diagnostic equipment to correctly analyze and troubleshoot all equipment described herein. Unless as otherwise permitted and expressly stated, the cost of customary equipment shall be an element of prices bid. The District shall not be charged for any customary equipment deemed, in its opinion, to be standard or essential in the performance of services, or for auxiliary equipment utilized in support thereof. Any dispute concerning the interpretation of customary equipment shall be resolved by the Purchasing Department in consultation with the Facilities Department. Any such decision shall be final and conclusive. It is understood that having the necessary and operable equipment is critical to the performance of the contract. The failure of Bidder to commence or complete any project as a result of not having such equipment may be deemed as a default of contract.
- **20. Price**: Bid a firm fixed-price for each year of the initial (2-year) contract term for the servicing of each specified equipment item as listed on Attachment C, Form of Proposal. Decimals may be carried a maximum of two (02) places for each unit price. All specified equipment at each designated service site must be bid; partial Bids shall not be accepted.

It is the intent of the District that a <u>full service/coverage contract</u> be established, inclusive of all aspects of program services required and operationally necessary to maintain specified equipment in a safe, effective, operable, reliable, and efficient condition, in accordance with the requirements of IFB, and manufacturer recommendations/standards. Any violation of the foregoing may be deemed as a default of contract.

Price bid shall be inclusive of all: technical expertise; supervision; qualified labor; customary equipment, tools and trade accessories; all necessary parts, materials, components and supplies; transportation; trip charge; insurance; profit; and, any and all other direct and indirect cost associated with the execution and performance of the contract. Price shall include any over/premium labor time necessary to perform services. All services shall be performed complete for price bid regardless of final cost incurred. No additional costs, expenses or surcharges shall be applicable to this contract unless specifically permitted herein. Unless as otherwise permitted and expressly stated herein, prices shall be firm and fixed for the term of the contract and any subsequent renewal periods.

21. Supplemental Services (Optional): It is understood that additional inspection, maintenance, repair and other related service work may be required during the term of contract that is <u>not</u> within the scope of program services, as described herein. <u>Bidder is requested to propose pricing information for each of the optional supplemental services as listed on Form of Proposal</u>.

All such work shall be performed and billed in accordance with price schedule proposed under the "Supplement Services" section on Form of Proposal. All requests for supplemental services shall be substantiated by a complete and itemized cost proposal, in accordance with price schedule, detailing the corrective action to be taken prior to performance of work. By submittal of signed cost proposal, Bidder certifies that all personnel, material and service requirements, set forth therein, conform to the defined scope of work, and are correct and complete.

Approval: Upon receipt, District Representative shall evaluate cost proposal to determine if service work has been clearly and accurately understood, estimated, and priced. All work shall be authorized via P-Card or issuance of formal purchase order. The District reserves the right to reject cost proposal should any part thereof, in its opinion, not be reasonably consistent with scope of work. It is understood that the submittal of inflated work proposals shall be unacceptable practice regardless of intent.

Bidder shall be strictly prohibited from performing any additional service work to correct deficiencies not covered by service program without the expressed written authorization of District Representative. SBAC reserves the right to refuse payment for any unauthorized services.

22. Bid Tabulation/Evaluation: The Award Total shall be computed by the addition (+) of prices bid each contract year (Year 01 + Year 02) for all specified equipment items. Award shall be made by lot to the low, responsive, and responsible Bidder meeting Bid terms, conditions and specifications. In making recommendation for award, the Purchasing Department shall take into consideration the qualifications of Bidder, including capacity in meeting all service completion requirements. SBAC reserves the right to make sole and final determination of which Bids meet the contract requirements of this solicitation, and which respondents are responsive and responsible.

<u>Supplemental Services (Optional)</u>: Pricing proposed for supplemental services shall not be evaluated or considered in Bid award. SBAC reserves the right to reject and negotiate proposed pricing 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 any and all supplemental services from any source or via any procurement method deemed to be in the District's best interest.

23. Price Adjustment (Renewal only): Prices bid shall remain firm and fixed through the initial two (02) year period of contract. Bidder may petition the District for an price adjustment at the beginning (anniversary date) of each one (01) year renewal period thereafter, on the basis of changes in the costs of operation that may have occurred after contract effective date and which, by all reasonable expectations, shall continue for at least one year. Bidder's petition shall contain substantial justification and evidence to support the need for price adjustment. Additional information may be requested by District as reasonably necessary to evaluate request. Only one (01) price adjustment shall be permitted per contract year.

Any price adjustment approved by the District shall: (A) be limited to only direct price increases arising from escalating labor, parts and materials, and transportation costs that may have occurred after contract effective date, and: (B) be comparable to industry related indices relating to costs of operation, and; (C) not exceed three percent (03%) of the contract unit Bid price, in effect at time of request, for any or all specified equipment or referenced CPI, the lessor of, and; (D) remain firm during full term of contract or until such time as price adjustment process is repeated and approved by District.

Any price redetermination shall be based solely upon the documentation provided, and shall not exceed the percent rate (%) of inflation as determined by the Consumer Price Index (CPI), All Urban Consumers, U.S. City Average, All Items, not seasonality adjusted, base period (1982 – 84 = 100), as published by the U.S. Department of Labor, Bureau of Statistics (Series Id: CUUR0000SA0), or any successor index. Current CPI data can be found at: http://stats.bls.gov/cpi/. Should referenced index be discontinued, then an index shall be selected that is mutually agreeable to both parties. If no agreement can be reached, then the contract shall terminate at the end of its current term. The District reserves the right to also petition Bidder under the same guidelines should there be a decrease in CPI after any upward price adjustment has been granted. However, in no event shall downward adjusted price be lower than original price bid.

The referenced CPI shall be determined by using the simple percentage method of calculation to compute the percentage change based on the difference between most current available index data and published (base) data at time of previous contract anniversary date. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase that may be allowed.

To be considered for price adjustment, Bidder shall submit to the Purchasing Department, no later than forty-five (45) calendar days prior to contract anniversary date, a written request accompanied with written documentation of baseline cost and escalated cost. The Purchasing Department shall review request and correlate with available CPI data, taking into consideration current market conditions and other information as deemed relevant. SBAC reserves the right to make sole and final determination to accept, reject, or negotiate any request for price adjustment. Pricing shall remain constant when market conditions warrant no price adjustment. Any approved price adjustment shall be executed by written modification to contract and remain firm during the full term of contract or until such time as process is repeated. Should parties not agree on any price redetermination, then the contract will expire without prejudice.

24. 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 the quality of services shall meet or exceed that provided to other commercial customers. Specifically, Bidder shall fully warrant that all workmanship conforms to contract specifications and manufacturer's recommendations, and be of the highest quality, free from faults and defects, for a minimum period of twelve (12) months from date of service. 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 three (03) business days 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.

<u>Parts and Materials</u>: All parts and materials provided in the performance of contract shall be free from defects in materials and workmanship for a period of twelve (12) months or standard manufacturer's warranty, the greater of. Warranty shall commence upon completion of installation. It understood that Bidder shall have direct responsibility for the remedy of all manufacturer warranty issues and shall immediately resolve all matters regarding quality of materials. Should any material fail to conform to this warranty, Bidder shall repair or replace the defective materials within three (03) business days of notification by the District. Any warranty coverage exercised in this contract shall be at no cost to the District.

- 25. Performance: Bidder is expected to maintain an acceptable level of satisfactory service throughout the duration of the contract. All performance related complaints shall be reported by District Representative to Account Representative or other appropriate designee. It shall be the responsibility of Bidder to promptly resolve reported complaints pursuant to the applicable terms of this Agreement within three (03) business days of notification. To insure the security of performance expected, the District reserves the right to withhold payment of any monies owned Bidder who is not performing satisfactorily or fails to provide specific services in the time permitted. Should it be the District's intent to withhold payment for any reason, Bidder shall be notified in writing and provided an acceptable time frame to correct deficiencies. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies in the performance of this contract shall be recorded and considered in contract renewal evaluation and may be deemed as a default of contract.
- **26. 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.

27. Required Submittals: Bidder shall provide the following additional information with their Bid response. Failure

to	provide information as indicated may cause disqualification of Bid.
	Provide one (01) bank reference and three (3) trade references, of which one (01) shall be supplier of OEM repair parts and materials;
	Photocopy of applicable city or county occupation license from where business resides;
	Photocopy of State of Florida Class A, Air-Conditioning Contractor license (CA) or Mechanical Contractor license (CM);
	Photocopy of Certificate of EPA Universal Refrigerant Transition and Recovery;

☐ Subcontractor Information (i.e., Eddy Current Testing);

☐ Provide oil analysis test documentation, including evaluator information;

TECHNICAL SPECIFICATIONS

28. Description of Work: It is the intent of the District that a <u>full service/coverage</u> contract be established, inclusive of all aspects of program services required and operationally necessary to maintain specified equipment in a safe, effective, operable, reliable, and efficient condition, in accordance with the requirements of IFB, and manufacturer recommendations/standards. Any violation of the foregoing may be deemed as a default of contract.

The basic elements of service program shall include:

- 1. Comprehensive annual and quarterly inspections and preventive maintenance;
- 2. All routine and emergency service, maintenance, and repair labor;
- 3. All necessary parts, materials, components, and supplies;
- 4. All written report documentation.

The scope of this agreement shall require Bidder to provide qualified contract labor, on a reoccurring basis, for the systematic inspection, testing, preventive maintenance, and routine and emergency repair of all chiller and cooling towers, as specified herein. Bidder shall perform all services and repairs as necessary and additionally be required to furnish, at own expense, all parts, components, materials and supplies, including refrigerant and lubricants, necessary to maintain said equipment.

Program services shall include, but are not limited to: measurements, adjustments, and calibrations; replacement of expendable parts, controls, switches, indicator lamps, lubricants, paint-patches, belts, bearings, gaskets, water flow safety controls, tower water fill valves, tower fill material, cooling tower fan speed controls; all components of chillers and chilled water pumps for associated chillers, all chilled water circulation pumps/pump assemblies (including but not limited to: primary and secondary pumps/pump assemblies); cooling tower fans and belts; all internal parts for disconnect switches, starters, solid state starters, contactors, relays, breakers, fuses and variable speed drives (including all chillers and all chilled water pumps); Re-insulation; motor rewinding; any components not within OEM-established tolerances or which are at the end of their useful life.

Bidder shall supervise and direct all work, using it best skill and expertise and the best standard practices of the industry. Bidder shall assume sole responsibility to continually maintain equipment at all times in prime operating condition.

- **29. Excluded Services**: It is understood that Bidder shall not be responsible for correction of any equipment deficiencies directly caused by any of the following conditions.
- 1. Repairs or replacements necessitated by documented and verifiable vandalism or Acts of God;
- 2. Maintenance and repair of controls that are part of the energy management system;
- 3. Asbestos containing materials.
- **30.** Catastrophic Chiller Failure: Bidder shall not be held liable for replacement or repairs to a chiller in the event of a catastrophic failure of the chiller which is defined as; any failure of a chiller whose total and complete repair costs exceed sixty percent (60%) of the replacement cost of a new chiller of comparable size and type. For purposes of this provision, the replacement value shall be based on a cost per ton formulae of \$497.00 per ton installed.

Any dispute concerning the interpretation and/or applicability of said provision, including those implied exclusions specifically related to Bidder's contract performance, shall be resolved by the Purchasing Department in consultation with the Facilities Department. It is agreed and understood that the decision of Department shall be final and conclusive.

- **31. Equipment Inventory/Location**: Refer to Attachment C, Form of Proposal for a complete listing of all chillers and cooling towers that will be maintained and covered as part of Agreement. Any and all changes (+/-) to equipment inventory list shall be approved by the Purchasing Department and executed by written modification to the contract.
- **32. Service Site Directory**: Refer to Appendix A for a complete listing of all schools and centers that shall be serviced under the awarded contract.
- **33. Service Frequency**: Bidder shall be required to regularly inspect all equipment and perform all preventive maintenance (PM) tasks, as delineated herein, on a scheduled <u>annual</u> and <u>quarterly</u> frequency basis. As part of inspection, Bidder shall test the functionality of all equipment components.

All equipment systems shall operate in accordance with manufacturer's specifications. SBAC reserves the right to make such tests when advisable to ascertain that the requirements of these conditions are being fulfilled. The primary purpose of the PM program is to provide routine maintenance services that permit the early detection and correction (repair) of equipment components that, if deficient or defective, would interfere with the normal operation of equipment, endanger life and/or property, or involve high costs or long lead times for repair. During such time, Bidder shall adjust, lubricate, clean, and repair or replace parts and materials as conditions dictate so as to maintain equipment in prime operating condition.

Bidder shall be required to perform a scheduled annual comprehensive inspection of all specified equipment at each service location within sixty (60) calendar days of award of contract, and each twelve (12) month period thereafter.

34. Service Schedule: The Bidder, in consultation with District Representative, shall be responsible for developing a comprehensive service schedule for annual and quarterly inspection activities. Services shall be scheduled so as to minimize any loss of air conditioning and to avoid disruption of facility operations.

An inspection schedule of all service sites shall be provided to and approved District Representative a minimum of three (03) business days prior to commencement of services. <u>Bidder shall not change established service schedule at</u> any service site without the written approval of District Representative.

35. Parts and Materials: Unless specifically excluded herein, Bidder shall furnish all parts, components, materials and supplies, including refrigerant and lubricants, necessary to maintain and repair equipment covered by service program, irrespective of operational condition or degree of obsolescence. The cost of all parts, materials, and supplies shall be an element of Bidder's overhead burden in the prices bid.

All parts and materials provided in the performance of contract shall subject to the approval District and be:

- New or factory rebuilt/remanufactured. Used, damaged or worn parts shall be strictly prohibited;
- Genuine Original Equipment Manufacturer (OEM), or meet OEM specifications;
- First quality, most recent production, free from defect, warranted for their merchantability, and fit for particular purpose;

In no event shall replacement parts cause equipment to perform outside of OEM guidelines. Bidder shall maintain or have access to sufficient parts inventory to ensure that work is accomplished in an efficient and timely manner. Parts shall be purchased from equipment manufacturer or authorized distributor. Should any parts not be immediately available, Bidder shall obtain parts, at own expense, in the most expeditious manner available, including overnight shipping. The District reserves the right to request positive identification of any provided manufacturer parts and materials, and to reject any items that are not acceptable for any reason.

- **36. Paint:** Bidder shall maintain paint where required at intervals frequent enough to prevent rust and deterioration of equipment. All paint shall be of high quality and suitable for intended purpose. Application of paint shall comply with manufacturer recommendations and all applicable regulatory codes.
- **37. Refrigerant:** Bidder shall properly stock and furnish all refrigerant as necessary to maintain all chillers in a fully charged operational condition. Bidder shall perform all refrigerant leak repairs including: tightening bolts, nuts and flange fittings; replacing gaskets and O-rings; and, if necessary, welding, soldering, flaring, or brazing to stop leaks of components or refrigerant piping. All leak repairs shall be performed in accordance with manufacturer engineering specifications and applicable industry standards. All refrigerant activity shall be recorded on SBAC supplied forms, and delivered to District Representative within seven (07) calendar days of leak repair completion.
- **38. Record Documents**: Bidder shall be responsible for completing and maintaining all records relating to all work completed in the performance of contract including the following:

<u>Inspection Report</u>: Bidder shall prepare a written detailed report upon completion of annual/quarterly inspection at each service site. Bidder shall submit one (01) copy of report to District Representative within five (05) business days of completion of service. The report shall include such detailed information as required by District to accurately determine the performance of equipment and any deficiencies that exist that may prevent proper operation. The District shall assume that equipment unit is safe and operational unless deficiencies are noted on report.

<u>Service Report</u>: Upon completion of any unscheduled service call, Bidder shall complete and submit one (01) copy of service report to District Representative within five (05) business days of completion of service. The service report shall include such detailed information, as required by District, to accurately determine type and extent of service provided.

<u>Inspection/Service Logs</u>: It shall be the responsibility of Bidder to provide and continually maintain a current equipment inspection/service log at each service site. Log shall be kept in accordance with all District requirements and shall include, at minimum, service date, hours spent on service, and detailed description of service performed. All logs shall be kept in designated areas and be easily accessible for examination.

The format of all record documents shall be subject to the approval of District Representative prior to commencement of contract services. All record documents shall be provided at no additional cost to the District. <u>Failure of Bidder to maintain and provide the required documents in a consistent manner may be deemed as a default of contract.</u>

39. Service Call Response: For purposes of this contract, callback service shall be defined as any request made to correct a specific equipment problem and/or condition before the next scheduled visit. All callback services shall be coordinated and scheduled by District Representative. Upon arrival at service site, Bidder shall perform work in an expedient manner to minimize any interruption of facility operations. In the event that any necessary repair parts are not readily available, Bidder shall expedite delivery from other source. All callback services for work performed within the scope of program shall be provided at no additional cost to the District. The cost of callback services shall be considered an element of the Bidder's overhead burden in the prices bid.

It is understood that the ability of Bidder to reliably mobilize qualified personnel and equipment within the specified time limits is critical to the performance of this contract. Failure of Bidder to perform callback services within time requirements as specified herein may be deemed as a default of contract.

- A. <u>Normal Callback</u>: Response shall be within five (05) business days of request, excluding weekends, unless otherwise mutually agreed. Service required in this category is not required immediately because equipment is operating with the District's temperature and relative humidity guidelines.
- B. <u>Urgent Callback</u>: Response shall be within one (01) business day of request, excluding weekends. It is understood that urgent calls are to be used for repairs which are critical to the operation of equipment, but do not cause immediate danger to life or property.
- C. <u>Emergency Service</u>: It is understood that emergency service response is an essential part of this contract. Bidder shall have the capability to mobilize and respond to service calls on an emergency basis on a 24/7 basis, 365 days per year. 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. These emergency services may include, but are not limited to, chiller and cooling tower emergency service, as well as other emergency service and repairs to HVAC equipment.

Bidder shall designate a representative who shall be available to receive emergency service requests during and after normal operating hours. In the event of an emergency, as determined by SBAC, Bidder shall acknowledge and verbally respond to District Representative's call within thirty (30) minutes of contact. Bidder shall have the capacity thereafter to mobilize with necessary qualified personnel and equipment and arrive at any District site within two (02) hours of initial notification. Failure of Bidder to respond in a timely manner to any emergency request for any reason not acceptable to the District may be deemed as a default of contract. The cost of emergency service shall be considered an element of Bidder's overhead burden in the prices bid.

- **40. Equipment Shut-Down:** Bidder shall not shut-down any equipment for more than sixty (60) minutes without giving a minimum one (01) business day notification to service site prior to shut-down except under emergency conditions. It shall be the responsibility of Bidder to notify District Representative in advance of any anticipated extended equipment shut-down of forty-eight (48) hours or more. When possible, Bidder shall schedule program services during off-peak hours of facility operations. SBAC reserves the right to request rescheduling of program services should it be determined that equipment shut-down would cause a significant interruption of facility operations.
- **41. Correction of Work:** Bidder shall promptly correct all work rejected as faulty, defective, or failing to conform to contract specifications, whether observed before or after substantial completion of the work, and whether or not completed.

Deficiencies noted shall be documented and remedy effected within three (03) business days of notification, unless additional time is required and granted by the District Representative. Should Bidder fail to correct deficiencies in an acceptable and timely manner, the District may, after written notice of default, accomplish the work, and charge Bidder the cost of work.

42. Service Program Procedures: Bidder shall perform the following inspection/preventive maintenance procedures each scheduled visit in addition to any other tasks recommended by manufacturer. These specifications represent the minimum standard of work to be provided under this contract and are not intended to restrict the use of any other established work procedures that may exceed these standards.

Air Cooled Chillers (including, but not limited to, Scroll, Reciprocating, & Helical Screw)

A. Comprehensive Annual Inspection Service

- Report in with Site Representative;
- Verify loader/unloader operation;
- Verify valve that valves are in working order;
- Record and report abnormal conditions, measurements taken, etc.;
- Review customer logs with the customer for operational problems and trends;

1. General Assembly

- Inspect for leaks and report leak check result;
- Repair leaks as required (e.g. valve packing, flare nuts);
- Check the condenser fans for clearances, vibration, bearings, and free operation;
- Check tightness of condenser fan motor mounting brackets;
- Check the set screws on the fan shafts:
- Visually inspect the condenser coil and clean using only water (no chemicals or detergents);
- Verify the performance of the fan control inverter VFD, if applicable;
- Oil bearings as required;
- Refrigerant System: verify operation of expansion devices, solenoids, etc.; verify proper temperatures and pressures and record data; verify TD across barrel (water side);

2. Controls and Safeties

- Inspect the control panel for cleanliness;
- Inspect wiring and connections for tightness and signs of overheating and discoloration;
- Verify the working condition of all indicator/alarm lights and LED/LCD displays;
- Test oil pressure safety device (as required). Calibrate and record setting;
- Test the operation of the chilled water pump and starter auxiliary contacts. Calculate and record GPM;
- Verify operation of phase/voltage monitors;

3. <u>Lubrication System</u>

- Pull oil sample for spectroscopic analysis;
- Test oil for acid content and discoloration;
- Make recommendations to the customer based on the results of the test;
- Verify the operation of the crankcase heaters;

4. Motor; Starter; Compressor; VFD Drives

- Clean the starter cabinet and starter components.
- Inspect wiring and connections for tightness and signs of overheating and discoloration;

- Check the condition of the contacts for wear and pitting;
- Check contactors for free and smooth operation;
- Check all mechanical linkages for wear, security and clearances;
- Verify tightness of the motor terminal connections;
- Meg the motors and record readings;
- Verify the operation of the electrical interlocks;
- Measure voltage and record on all windings. Voltage should be nominal voltage $\pm 10\%$;
- Measure amperage and record on all windings;
- Verify VFD programming and operation as needed
- Program VFD's as needed

B. Quarterly Maintenance Inspection

- Check the general operation of the unit;
- Log the operating temperatures, pressures, voltages, and amperages;
- Check the operation of the control circuit;
- Check the operation of the lubrication system;
- Check the operation of the motor, starter, and contacts;
- Analyze the recorded data. Compare the data to the original design conditions;
- Review operating procedures with operating personnel;
- Rinse condenser coils with water;
- Provide a written report of completed work, operation log and indicate any uncorrected deficiencies detected;

Evaporative Cooling Towers

A. Comprehensive Annual Inspection Service

- Report in with Site Representative;
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected;

1. General Assembly

- Inspect for leaks and repair leaks as required (e.g. caulking seams);
- Check and adjust fill valves and related assemblies;
- Visually inspect cleanliness of hot deck, cold deck and basins and report results of findings to District Representative;
- Visually inspect fill material for cleanliness and overall condition and report results to District Representative;
- Visually inspect air drift eliminators and air inlet louvers for cleanliness and overall condition and report findings to District Representative;
- Visually inspect integrity of the tower and basin and report results to District Representative;
- Clean tower and all tower components with emphasis on the fill, air drift eliminators, air inlet louvers, hot deck, nozzles, cold deck, basin, strainers and blow down/bleed off tubes;
- Record and report any alarms associated with the water management/treatment system to District Representative;
- Any water side issues should be reported to the District Representative as soon as possible;
- Check for any signs of corrosion and report findings to District Representative;

- Manually exercise all drain and fill valves;
- Clean all sediment trap areas in main lines if so equipped;
- Any holes occurring in cooling towers shall be patched with heavy gauge sheet metal and sealed with an appropriate sealant to prevent water seepage;

2. Drive System

- Check motor bearings for wear;
- Verify amp draw is correct and record;
- Check all electrical connections for tightness and corrosion;
- Check shaft bearings for play/wear and replace as needed;
- Check pulleys for wear and replace as needed;
- Replace belts;
- Check tightness of fan mounting brackets and inspect for any cracks in the bracket metal and corresponding areas associated with its mounting/adjustment system;
- Check tightness of set screws on the fan shaft;
- Grease all bearings;
- Verify that fan speed corresponds to process or condenser water temperature demands;
- Check condition of fan assembly;

3. Pump System

- Check circulation pump(s) for proper operation;
- Check pump couplings for wear;
- Verify amp draw and record;
- Visually check for water leaks and listen for any audible signs of pump bearing failure and report finding to District Representative;
- Check for proper operation of all check valves;
- Check all motor drives, contactors, starters, etc.;
- Check all electrical connections for tightness and signs of corrosion;

B. Quarterly Maintenance Inspection

- Check the general operation of the unit;
- Record inlet and outlet water temperatures;
- Verify belt condition;
- Record and report any alarms associated with the water management/treatment system to District Representative;
- Any and all water side issues should be reported to the District Representative as soon as possible;
- Visually inspect cleanliness of hot deck, cold deck and basins and report results of findings to District Representative;
- Visually inspect fill material for cleanliness and overall condition and report results to District Representative;
- Visually inspect air drift eliminators and air inlet louvers for cleanliness and overall condition and report findings to District Representative;
- Grease bearings;
- Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected;

Tower & Chilled Water Pumps and Pump Assemblies (Primary and Secondary Pumps)

A. Comprehensive Annual Inspection Service

- Report in with site representative;
- Meg motor windings;
- Verify and record voltage and amperage readings on loaded motor;
- Inspect coupler for wear;
- Inspect motor mounts;
- Inspect motor control, magnetic starter, contactor, VFD, etc;
- Check all electrical connections for tightness and corrosion;
- Inspect rain guards on outdoor pump motors;
- Visually check all electrical connections for signs of overheating;
- Lubricate bearings as needed on both the pump assembly and pump motor;
- Visually check for signs of water leaks;
- Check pump assembly for signs of unusual loudness;
- Check pump assembly for improper vibration;
- Check pump assembly for corrosion;
- Verify VFD operation through entire Hertz range;
- Verify VFD Programing for proper operation and program as needed for proper operation;
- Report findings to site representative.

B. Quarterly Maintenance Inspection

- Check the general operation of the pump and pump assembly;
- Log motor Hertz, current and voltage at operating load;
- Check the operation of the motor starter or VFD;
- Visually inspect coupler, motor and pump assemblies;
- Visually check for water leaks;
- Provide a written report of completed work. Operation log and indicate any deficiencies to District Representative.

ATTACHMENT C FORM OF PROPOSAL IFB 20-15

ANNUAL CHILLER AND COOLING TOWER MAINTENANCE/SERVICE PROGRAM

Instructions: Bid a firm fixed-price for each year of the initial (2-year) contract term for the servicing of each specified equipment item as listed. Decimals may be carried a maximum of two (02) places for each unit price. <u>All specified equipment at each designated service site must be bid; partial Bids shall not be accepted.</u>

It is the intent of the District that a <u>full service/coverage contract</u> be established. Price bid shall be inclusive of all: technical expertise; supervision; qualified labor; customary equipment, tools and trade accessories; all necessary parts, materials, components and supplies; transportation; trip charge; insurance; profit; and, any and all other direct and indirect cost associated with the execution and performance of the contract. Price shall include any over/premium labor time necessary to perform services. All services shall be performed complete for price bid regardless of final cost incurred. No additional costs, expenses or surcharges shall be applicable to this contract unless specifically permitted herein. <u>Unless as otherwise permitted and expressly stated herein, prices shall be firm and fixed for the term of the contract and any subsequent renewal periods.</u>

Bidder shall not change, alter, or otherwise modify the Form of Proposal in any form or manner. Any modification of Form of Proposal may result in disqualification of Bid.

Refer to Attachment B, Technical Specifications, for further description of each equipment item.

idder Name (Print):
idder is advised prior to submission of Bid to check the Purchasing Department website for any Addenda that ma
ave been issued.
cknowledgement of receipt of addenda (if applicable):
Addendum No. 1
(initial here)
Addendum No. 2
(initial here)

IFB 20-15, FORM OF PROPOSAL

A. CHILLERS

	Service Site	Туре	Mfg.	Model #	S/N	Year 01 Annual Cost	Year 02 Annual Cost
1	Alachua Elementary	air cooled, helical screw	Trane	RTAA0804XQ0143DONBF	U04J07705	\$	\$
2	1	air cooled, helical screw	Trane	RTAA0804XR0143DONBF	U05G01653	\$	\$
3	AQ Jones Center	air cooled, scroll	McQuay	AGZ075BS27-ER11	STNU051200179	\$	\$
4	<u> </u>	air cooled, scroll	McQuay	AGZ075BS27-ER11	STNU050800032	\$	\$
5	Howard Bishop Middle	air cooled, scroll	Quantech	QTC3055THE46XFBBX	11551E85077323	\$	\$
6	<u>†</u>			Awaiting Replacement			
7	<u>†</u>	air cooled, scroll	Daikin	AGZ055EDSEMNN00	STNU090700221		
8	Buchholz High	air cooled, screw	York	YVAA0233BSV46BAVB	11551F85174647	\$	\$
9	<u> </u>	air cooled, screw	York	YVAA0233BSV46BAVB	11551F85174650	\$	\$
10	Eastside High	air cooled, scroll	Daikin	AGZ241ETHEPNN00	STNU170600115	\$	\$
11	<u> </u>	air cooled, scroll	Daikin	AGZ241ETHEPNN00	STNU170600127	\$	\$
12	Fearnside Family Cen.	air cooled, helical screw	Trane	RTAA0704XQ014300BN	U04A03468	\$	\$
13	Finley Elementary	air cooled, scroll	Carrier	30RBA09069	2906Q81917	\$	\$
14	1	air cooled, scroll	Carrier	30BRA09069	2906Q81918	\$	\$
15	<u> </u>	air cooled, scroll	Carrier	30RBA07052	3107Q83972	\$	\$
16	Ft. Clarke Middle	air cooled, scroll	Daikin	AGZ180EPMNN-ER00	STNU151000137	\$	\$
17	<u> </u>	air cooled, scroll	Daikin	AGZ180ETSEPNNOO	STNU180100153		
18	Gainesville High	air cooled, scroll	Daikin	AGZ050EPMNNER00	STNU150400060	\$	\$
19	<u> </u>	air cooled, scroll	York	YCAL0046EE28XEBBXT	11531C64618701	\$	\$
20	<u> </u>	air cooled, scroll	Daikin	AGZ101EDHEMNN00	STNU190400210		
21	<u> </u>			Awaiting Replacement			
22	Idylwild Elementary	air cooled, scroll	Carrier	30RBB10062	1510074080	\$	\$
23	↓	air cooled, scroll	York	YLAA0100SE46XFBSD	11531B6462911	\$	\$
24	<u> </u>	air cooled, scroll	York	TCAL0022EE46XEBSDT	2EYM016168	\$	\$

IFB 20-15, FORM OF PROPOSAL

CHILLERS continued...

						<u>Year 01</u>	<u>Year 02</u>
#	Service Site	Type	Mfg.	Model #	S/N	Annual Cost	Annual Cost
25	Kanapaha Middle	air cooled, helical screw	McQuay	AGS250DSHNN-ER10	STNU081100081	\$	\$
26	1	air cooled, helical screw	McQuay	AGS250DSHNN-ER10	STNU071200126	\$	\$
27	<u> </u>	air cooled, helical screw	McQuay	AGS250DSHNN-ER10	STNU070800114	\$	\$
28	Littlewood Elem.	air cooled, scroll	York	YCAL0052EE46XBSDTX	2EYM016169	\$	\$
29	1	air cooled, scroll	York	YCAL0043EE46XEBSDTX	1153G65022659	\$	\$
30	<u> </u>	air cooled, scroll	Daikin	AGZ100DHSNNER10	STNU140400048	\$	\$
31	Mebane Middle	air cooled, scroll	McQuay	AGZ055CHSVE-ER10	STNU110600031	\$	\$
32	Meadowbrook Elem.	air cooled, magnetic bearing	Smardt	SAA054-2BG7-2A4V	FF0010G266Q0952	\$	\$
33	<u> </u>	air cooled, magnetic bearing	Smardt	SAA054-2BG7-2A4V	FF0010G266Q0953	\$	\$
34	Metcalf Elementary	air cooled, scroll	York	YLAA0058HE46XFBsDT	11531G65107318	\$	\$
35	1	air cooled, scroll	Daikin	AGZ07070EDSEPNN00	STNU180600270		
36	<u> </u>	air cooled, scroll	Quantech	QTC3055THE46XFBBX	1551E76195351		
37	Oak View Middle	air cooled, scroll	Daikin	AGZ210EPM-ER00	STNU160700187	\$	\$
38	<u> </u>	air cooled, helical screw	York	YVAA0183ABV46BAVB	2FAM021069	\$	\$
39	<u> </u>			Awaiting Replacement			
40	Prairie View Elem.	air cooled, scroll	Daikin	AGZ055EDSEPNNOO	STNU181000040		
41	<u>↓</u>			Awaiting Replacement			
42	Rawlings Elementary	air cooled, scroll	McQuay	AGZ065BSS27ER11	STNU061200186	\$	\$
43	Westwood Middle	air cooled, scroll	Trane	CGAFC604AHA	C04F05078	\$	\$
					SUBTOTAL:	\$	\$

A	TOTAL (VEAD 01 - VEAD 02).	¢
A.	IOIAL (YEAR 01+ YEAR 02):	5

IFB 20-15, FORM OF PROPOSAL

B. COOLING TOWERS

						<u>Year 01</u>	<u>Year 02</u>
#	Service Site	Type	Mfg.	Model #	S/N	Annual Cost	Annual Cost
1	Buchholz High	closed	Evapco	ICT 4-712	992021	\$	\$
2	Hidden Oak Elem.	closed	Evapco	ATW-91B2	970979	\$	\$
3	<u> </u>	closed	Evapco	ATW-91B2	970980	\$	\$
4	Talbot Elementary	closed	Evapco	ATW-91B2	970981	\$	\$
5	<u> </u>	closed	Evapco	ATW-91B2	970984	\$	\$
6	Wiles Elementary	closed	Evapco	ATW-91B2	970983	\$	\$
7	<u>1</u>	closed	Evapco	ATW-91B2	970982	\$	\$
					SUBTOTAL:	\$	\$

B. TOTAL (YEAR 01+ YEAR 02):	B TOTAL (YEAR 01+ YEAR 02): \$
------------------------------	----------------------------------

AWARD TOTAL $(A + B)$: \$
AWARD IOIAL (A + B). \$

Supplemental Services (Optional):

It is understood that additional inspection, maintenance, repair, and other related service work may be required during the term of contract that may <u>not</u> be within the scope of program services. Bidder is requested to propose pricing information for each of the optional supplemental services as listed below.

(A) Labor Rates

Straight Time = Monday - Friday, 7:00 a.m. to 3:30 p.m. Premium Time = Monday - Friday, 3:31 p.m. to 6:59 a.m. Overtime = Straight Time x 1.5

#	Labor Category (Define)	S	Straight Time	Pro	emium Time
1		\$	/per hr.	\$	/per hr.
2		\$	/per hr.	\$	/per hr.
3		\$	/per hr.	\$	/per hr.
4		\$	/per hr.	\$	/per hr.
5		\$	/per hr.	\$	/per hr.

(B) Parts and Materials

All parts and materials not provided within the scope of program services may be purchased from Bidder in accordance with discount offered below for defined categories. Bidder shall propose a fixed, firm percentage (%) discount, out to the tenths digit (i.e., 25.5%) what will be deducted from current unaltered catalog published list prices as indicated below. Discount(s) offered shall be inclusive of all shipping charges unless otherwise noted.

Check (✓) as appropriate: ☐ Mfg. Catalog ☐ Company Pricer ☐ On-Line Catalog ☐ Other: ______

#	Parts and Materials (define category)	Discount (%)
1		%
2		%
3		%
4		%
5		%

(C) Chiller Rental

Bidder is requested to provide, as attachment to Bid response, price schedule and associated literature for rental of various types of chiller units. Chiller size shall vary from 20 - 225 tons. Rental service shall be "turnkey" including delivery, installation/setup, start-up, system integration, electrical, and complete removal and return of rental unit upon completion of service. Minimum rental period shall not exceed (30) calendar days.

QUESTIONNAIRE

Contact Information

Address of facility for which per	rsonnel/equipment shall be dispatched under this contract:
Firm Name:	
Address:	
City/State/Zip:	
Contact Name:	Title:
Phone #:	Fax #:
Designated Service Coordinator	:
Name:	Title:
Phone #:	Cell#:
Fax #:	Email:
Designated Account Representa	tive:
Name:	Title:
Phone #:	Cell#:
Fax #:	Email:
Emergency Contact Information	:
Name:	Title:
Phone #:	Cell#:
Fax #:	Email:
<u>Experience</u>	
 Years in business under present 	ent name:
• Year is which your firm was	incorporated in the State of Florida:
 Years performing commercia 	al HVAC services in State of Florida: Alachua County:
■ Is your firm currently service and size of this contract? ☐ Y	ng other school districts or public agencies within the State of Florida similar to scores \square No
If yes, list:	
Business Operations	
	ity and experience to perform all services as described herein? \square Yes \square No vide explanation with Bid submittal.
•	contract any part of this contract? \square Yes \square No information with Bid submittal.
 Does your firm agree to sche 	dule work after normal operating hours should request be made? \square Yes \square No
Exceptions:	

•	Does your firm have the capability to respond within one (01) business day of request should a service work order be determined "urgent" by District? \square Yes \square No
•	Does your firm have the capability to mobilize and respond within two (02) hours of notification in the event of an emergency? \square Yes \square No
•	Is your business office staffed during regular business hours? \square Yes \square No
	State regular business hours: to
•	Has your firm received any regulatory sanctions within the last (05) years? \Box Yes \Box No
•	Does your firm currently possess all customary service trade equipment as necessary to perform services? \square Yes \square No
Pe	<u>ersonnel</u>
•	Current number of Journeyman HVAC Technicians available for assignment under this contract:
	List each available Journeyman Technician:
1.	Name (print):
	Total years' experience in HVACR service trade; as Journeyman Technician
	Date employed by Bidder: Total years' commercial/industrial electrical experience:
	Has individual completed an HVAC apprenticeship program? ☐ Yes ☐ No
	If yes, list program sponsor: program length:
	Does Journeyman Technician meet all qualifications as specified herein? Yes No
	Exceptions:
	EPA Refrigerant Certification: \square Yes \square No
2.	Name (print):
	Total years' experience in HVACR service trade; as Journeyman Technician
	Date employed by Bidder: Total years' commercial/industrial electrical experience:
	Has individual completed an HVAC apprenticeship program? \square Yes \square No
	If yes, list program sponsor: program length:
	Does Journeyman Technician meet all qualifications as specified herein? \square Yes \square No
	Exceptions:
	EPA Refrigerant Certification: \square Yes \square No
3.	Name (print):
	Total years' experience in HVACR service trade; as Journeyman Technician
	Date employed by Bidder: Total years' commercial/industrial electrical experience:
	Has individual completed an HVAC apprenticeship program? ☐ Yes ☐ No
	If yes, list program sponsor: program length:
	Does Journeyman Technician meet all qualifications as specified herein? \square Yes \square No
	Exceptions:
	EPA Refrigerant Certification: \square Yes \square No

4.	Name (print):		
	Total years' experience in HVACR service trade; as Journeyman Technician		
	Date employed by Bidder: Total years' commercial/industrial electrical experience:		
	Has individual completed an HVAC apprenticeship program? \Box Yes \Box No		
	If yes, list program sponsor: program length:		
	Does Journeyman Technician meet all qualifications as specified herein? \square Yes \square No		
	Exceptions:		
	EPA Refrigerant Certification: \square Yes \square No		
5.	Name (print):		
	Total years' experience in HVACR service trade; as Journeyman Technician		
	Date employed by Bidder: Total years' commercial/industrial electrical experience:		
	Has individual completed an HVAC apprenticeship program? \square Yes \square No		
	If yes, list program sponsor: program length:		
	Does Journeyman Technician meet all qualifications as specified herein? ☐ Yes ☐ No		
	Exceptions:		
	EPA Refrigerant Certification: \square Yes \square No		

By submission of Bid, Bidder certifies that all assigned personnel meet all qualification criteria as specified, and have been properly screened and hired in accordance with all applicable Federal, State and local laws, ordinances and regulations.

References

Provide five (05) references from commercial accounts or other public agencies within the State of Florida for project work completed within the previous two (02) years. A minimum two (02) references shall be for service work similar in scope to this IFB.

1) Company/Organization name:	
Address:	City/State/Zip:
Contact name:	Title:
Telephone #: ()	Under current contract: \Box Yes \Box No
Date last project completed:	Contract Amount: \$
Description of services provided:	
2) Company/Organization name:	
Address:	City/State/Zip:
Contact name:	Title:
Геlephone #: ()	Under current contract: \square Yes \square No
Date last project completed:	Contract Amount: \$
Description of services provided:	
3) Company/Organization name:	
Address:	City/State/Zip:
Contact name:	Title:
Telephone #: ()	Under current contract: \square Yes \square No
Date last project completed:	Contract Amount: \$
Description of services provided:	

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

APPENDIX

- i. WORK PROPOSAL
- ii. WORK TIME SHEET
- iii. MATERIALS LIST
- iv. CURRENT CHILLED WATER & PROCESS LOOP PUMPS



WORK PROPOSAL

(Submit to District Representative)

IFB No. 20-15 Title: CHILLER & COOLING TOWER MAINTENANCE

						ı									
W	ork Location:				Ref. #										
Co	ontractor:			Date:	/	/									
Su	bmitted By:			Submitted	To:										
Ph	one #:			Email:											
De	Description of Work:														
	Required In	formation – Contractor sha	ıll provide estimate be	elow as basi	s of pr	oposal in acco	ordance with aw	arded contract.							
	•		•		•	Estimated	Hourly/	Extend							
#		Equipment/Labor Cla	Qty.	Hours	Service Rate	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 Dollars \$														
		☐ NOT TO EXCEED					_Donars \$	·							
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.															
Αι	thorized Signat	ure:			Dat	e:/	/								
<u>Ac</u>	Authorized Signature: Date:/														
Re	viewed by:														
Αι	thorized Signat	ure:			Dat	e:/	/	□ 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.															
Αι	thorized Signat	ure:			Dat	e:/	/								
	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.														
Αι	thorized Signat	ure:			Dat	e:/	/								
		;													



WORK TIME SHEET

(Submit to District Representative)

IFB No. 20-15 Title: CHILLER & COOLING TOWER MAINTENANCE

#	Labor Classification (C#) Work Location:																			Ref	.#													
1.						ontra	ctor:														Mo	nth/`	Yr.	_	/									
2. 3.	Journeyman Apprentice Subn					ıbmi	ted l	By:										Submitted To:																
٥.	Apprentice	Begin Date:							/ / End Date:																									
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	Contractor certifies the Proposal; that the state personnel are correct as	d per	sonnel ca																															
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	Authorized Signature: Date:/																																	
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Work Location:

MATERIALS LIST

(Submit as Attachment to Work Proposal)

IFB No. 20-15 Title: CHILLER & COOLING TOWER MAINTENANCE

Ref. #

Contractor:							Date:	-	/	/			
Subi	nitted By:				Submitted 7	Го:							
Phor	ne #:		Mark-up (%) per Contract:										
							(Uı	nit Price	= Net Cost + 9	6 Mark-up)			
#		Description	Qty	y. U/M		Net Cost		Unit Price	Extend Amount				
1		•				\$		\$		\$			
2						\$		\$		\$			
3						\$		\$		\$			
4						\$		\$		\$			
5						\$		\$		\$			
6						\$		\$		\$			
7						\$		\$		\$			
8						\$		\$		\$			
9						\$		\$		\$			
10						\$		\$		\$			
11						\$		\$		\$			
12						\$		\$		\$			
									TOTAL	\$			
Equi	pment Rental	:					(U	nit Cost	= Net Cost + 1	5% mark-up)			
#	Equip	oment Description	Renta	ıl Dea	ler		Rental Period		Rental Fee Net Cost	Rental Fee Unit Cost			
1									\$	\$			
2									\$	\$			
3									\$	\$			
						1			Total	\$			
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		==			 3			\$	·				

Current Chilled Water & Process Loop Pump, Cooling Tower & Chiller Inventory

Chilled water pumps Total quantity: 57

- 1. Alachua; 2 pumps, both are 7.5hp
- 2. AQ Jones; 4 pumps, all are 3hp
- 3. Bishop; 3 pumps, 2 are 5hp, one is 3hp
- 4. Buchholz; 2 pumps, both are 15hp
- 5. Eastside; 2 pumps, both are 25hp
- 6. Fearnside; 2 pumps, both are 7.5hp
- 7. Finley; 3 pumps, two are 15hp, one is 5 hp
- 8. Ft Clarke; 4 pumps, all are 5hp
- 9. Gainesville; 6 pumps, two are 7.5hp, two are 5hp, one is 3hp
- 10. Idylwild; 3 pumps, one is 7.5hp, one is 6hp, one is 5hp
- 11. Kanapaha; 5 pumps, two are 75hp, three are 10hp
- 12. Littlewood; 3 pumps, one is 10hp, one is 5hp, one is 3hp
- 13. Mebane; 2 pumps, both are 3hp
- 14. Meadowbrook; 5 pumps, two are 20hp, one is 7.5hp, two are 5hp
- 15. Metcalfe; 3 pumps, two are 7.5hp, one is 5hp
- 16. Oak View; 4 pumps, two are 40hp, two are 7.5hp
- 17. Prairie View;
- 18. Rawlings; 2 pumps, both are 7.5hp
- 19. Westwood; 2 pumps, both are 5hp

Process water pumps (does not include tower basin pumps) Total quantity: 6

- 1. Hidden Oak; 2 pumps both are 15hp
- 2. Talbot; 2 pumps, both are 15hp
- 3. Wiles; 2 pumps, both are 15hp