

<b>SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA</b>		<b>INVITATION FOR BID</b>	
<b>SUBMIT BID TO:</b> <i>See Bid mailing instructions on page 2</i>		<b>Bidder Acknowledgement and Acceptance Form</b>	
<b>BID TITLE:</b> COMMERCIAL FLOOR MAINTENANCE MACHINES – ANNUAL CONTRACT		<b>BID NO.</b> 20-42	
<b>DELIVERY F.O.B. DESTINATION:</b> Designated Schools and Centers		<b>ISSUE DATE:</b> April 13, 2020 <b>PURCHASING DEPARTMENT PHONE/FAX #</b> (352) 955-7582 / (844) 269-9018	
<b>BID DUE DATE AND TIME:</b> <u>May 8, 2020 @ 3 PM Local Time</u>		<b>BID OPENING:</b> Purchasing Department	
A pre-bid meeting is scheduled for <b>N/A</b> . This is a <b>N/A meeting</b> .			

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

BIDDER NAME:

SIGNATURE OF OWNER OR  
AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

BIDDER MAILING ADDRESS:

AREA CODE/PHONE #:

FAX #:

BIDDER EMAIL ADDRESS:

BIDDER WEB ADDRESS:

DATE:

EIN/FEDERAL TAX ID#:

**PURCHASING CARDS:** ☐ Not Applicable to this ITN ☒ Applicable to this ITN

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

☐ Offeror does not accept the above condition.

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

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

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

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

☐ Paragraph 64

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

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

☒ Paragraph 74

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

**Bidder's sealed Bid must be received by the Purchasing Department on or before the date and time specified above.**

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**TEMPORARY COVID19 BID SUBMISSION PROCEDURES**

*Bids shall be submitted via email in digital format (pdf file) to [hacketwd@gm.sbac.edu](mailto:hacketwd@gm.sbac.edu) on or before the date and time specified above. The email time/date stamp will serve as proof of delivery. The pdf file may be attached to the email or a secure lock box may be used.*

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**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.

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.

Bids will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Bidder. In all other respects, the School Board of Alachua County is tax exempt.

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

- ☒ BIDDER ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- ☒ SUBMITTALS CHECKLIST FORM
- ☒ STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM
- ☒ CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- ☒ JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM
- ☒ SMALL/MINORITY BUSINESS ENTERPRISE FORM
- ☒ COMMON CARRIER INSURANCE WAIVER FORM
- ☒ INSURANCE CERTIFICATION FORM
- ☒ ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES
- ☒ ATTACHMENT B - GENERAL/TECHNICAL SPECIFICATIONS
- ☒ ATTACHMENT C - FORM OF PROPOSAL AND BIDDER QUESTIONNAIRE

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### SUBMITTALS CHECKLIST

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

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

Verified	Submittal Description	Page Reference
<input type="checkbox"/>	Bidder Acknowledgement and Acceptance Form	1
<input type="checkbox"/>	Statement of Principal Place of Business	4
<input type="checkbox"/>	Debarment Form	5
<input type="checkbox"/>	Jessica Lunsford Act Form	6
<input type="checkbox"/>	Small/Minority Business Enterprise Form	7
<input type="checkbox"/>	Common Carrier Insurance Waiver Form	8
<input type="checkbox"/>	Insurance Certification Form	9
<input type="checkbox"/>	Attachment C – Form of Proposal	26-41
<input type="checkbox"/>	Questionnaire	42-43
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

**REMEMBER TO CHECK THE PURCHASING WEBSITE FOR ANY ADDENDA THAT MAY HAVE BEEN ISSUED ([www.sbac.edu](http://www.sbac.edu))**

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

This form is ☒ applicable to this IFB and **shall** be included in Bidder's Bid (Please reference Attachment A, Item 63 below).  
This form is ☐ not applicable to this IFB and **shall not** be included in Bidder's Bid.

**BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS FORM**

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

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

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

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

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

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

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

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

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

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

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

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

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

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

Signature of out-of-state bidder's attorney: \_\_\_\_\_

Printed name of out-of-state bidder's attorney: \_\_\_\_\_

Address of out-of-state bidder's attorney: \_\_\_\_\_

Telephone Number of out-of-state bidder's attorney: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Email address of out-of-state bidder's attorney: \_\_\_\_\_

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

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

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

### Instructions for Certification

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

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

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

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

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

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

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

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

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

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### 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 #20-42 COMMERCIAL FLOOR MAINTENANCE MACHINES – ANNUAL CONTRACT	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## JESSICA LUNSFORD ACT – BIDDER AFFIRMATION FORM

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

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

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

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

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

### **Certification**

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

NAME OF BIDDER	BID # AND TITLE
IFB #20-42 COMMERCIAL FLOOR MAINTENANCE MACHINES – ANNUAL CONTRACT	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

## SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable<sup>1</sup>, Bidder represents that it is either a

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

or a

☐ Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

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

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

☐ City of Gainesville Florida Small Business Procurement Program

☐ Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: \_\_\_\_\_

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

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

NAME OF BIDDER	BID # AND TITLE
IFB #20-42 – COMMERCIAL FLOOR MAINTENANCE MACHINES – ANNUAL CONTRACT	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

<sup>1</sup> 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.

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## COMMON CARRIER INSURANCE WAIVER REQUEST FORM

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

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

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

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

NAME OF BIDDER	BID # AND TITLE
IFB #20-42 COMMERCIAL FLOOR MAINTENANCE MACHINES – ANNUAL CONTRACT	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE



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## INSURANCE CERTIFICATION FORM

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

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

Applicable ☒    Not Applicable ☐

*Workers Compensation – Coverage A*

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

*Comprehensive General Liability*

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

*Comprehensive Automobile Liability (Combined Single Limit)*

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

Applicable ☐    Not Applicable ☒

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

Applicable ☐    Not Applicable ☒

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

Applicable ☐    Not Applicable ☒

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

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

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

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

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

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

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

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

# ATTACHMENT A

## GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS – SUPPLIES/SERVICES

### 1. DEFINITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. TIE BIDS: shall be resolved in accordance with Board Policy 6320, section titled "Identical Low Bids."
11. FORM: Bids must be typed or printed in ink on the form contained in or prescribed by the IFB and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their firm.
12. COMMUNICATION WITH SBAC EMPLOYEES: Prior to the IFB due date and during evaluation of Bids by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the IFB and the contents therein is prohibited, and shall constitute good cause for disqualifying a Bidder. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the IFB in writing.
13. CONFLICT OF INTEREST: Contract award is subject to the provisions of 112, F.S. Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of SBAC. Further, all Bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's firm or any of its branches.
14. LOBBYING: BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.  
  
LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER BID ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.  
  
ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.  
  
VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE BIDDER.
15. COLLUSION: The Bid shall be made without any previous understanding, agreement, or connections with any persons, firms, or corporations making a Bid on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.
16. INTERPRETATION OF BIDDING DOCUMENTS AND ADDENDA: No interpretation of the meaning of the IFB documents, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. To be enforceable, all requests for interpretation, correction, or clarification of the IFB documents shall be made by Bidders no later than 72 hours (weekends, holidays not included) prior to the IFB due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the IFB due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the IFB documents. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret, the IFB documents. Bidders should address any questions regarding this Bid to SBAC Purchasing Department, at A/C 352-955-7582.  
  
It is the responsibility of the Bidder to frequently check the SBAC Purchasing website at [www.sbac.edu/~purchase/bidop.htm](http://www.sbac.edu/~purchase/bidop.htm) to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the IFB documents.
17. LINE ITEM BID CORRECTIONS: The use of correction fluid or erasures to correct line item Bid prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Bids will be considered non-responsive for the corrected items only.
18. BIDDER'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.
19. BID WITHDRAWAL, CORRECTION: Prior to the date and time of the public Bid opening specified in the IFB, Bidders may withdraw or correct Bids. No withdrawal or correction will be permitted after the IFB Bid opening date and time.  
  
A request for Bid withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Bidder desiring to withdraw the Bid. A verbal request to withdraw a Bid will not be accepted. A Bid withdrawal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.  
  
A potential Bidder desiring to correct or amend its Bid must do so by replacing the Bid package currently in the Purchasing Department's possession with a new Bid package, which must meet the requirements of the IFB and be properly sealed and identified in order to be considered for award. An amended or corrected Bid package must be accompanied by a letter requesting that it be substituted for the Bid currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Bidder desiring to correct or amend its Bid. Such a request must be received in sufficient time for the substitution to be made.
20. ONE PRICE ONLY: Bidders shall submit only one price for each product or service listed. If multiple prices are proposed for any single product or service, the Bid will be rejected for that item only.
21. ALTERNATE BID: shall be clearly identified as such on the outside of the Bid package by using the term "ALTERNATE BID" (see page two for additional packaging instructions). If an Alternate Bid is accepted, SBAC will cancel the current procurement and develop a new IFB using as the basis for its specifications the product and/or services contained in the Alternate Bid. Sole source Alternate Bids will typically not be considered by SBAC.
22. BUDGETARY LIMITATIONS: SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations. SBAC also reserves the right to issue Purchase Orders on Bid prices for delivery through the effective date of the Bid.
23. QUANTITY ESTIMATES: Quantities shown are estimated amounts only and are presented to assist Bidders in the development of their Bids. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the IFB, minimum cost or quantity order requirements are not allowed. Bids received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items Bid that are responsive in accordance with the requirements of the IFB.
24. SAMPLES: If required, samples submitted by the Bidder, unless elsewhere indicated in this IFB, shall become the property of the SBAC. Samples shall be provided at no cost to the SBAC. Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the IFB number, IFB title, and the IFB opening date and time.  
  
Unless otherwise specified, all samples must be submitted to the Purchasing Department.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

59. **LIFE CYCLE COSTING:** If so specified in the IFB, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
60. **WARRANTY OF ABILITY TO PERFORM:** Bidder warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Bidder's ability to satisfy its Contract obligations. It shall be the responsibility of Bidder to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Bidder files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.
61. **RECORDS RETENTION AND ACCESS:** Bidder shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Bidder shall, with reasonable notice, provide SBAC access to these records during the above retention period.
62. **CONFIDENTIAL INFORMATION:** Bidder recognizes and acknowledges that Bidder, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Bidder agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the contract resulting from this IFB, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following expiration of said contract, Bidder, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such confirmation may include inspecting the Bidder's facilities and equipment. Temporary access to SBAC data or networks may only be authorized by calling the Help Desk at 352.955.7500. Bidder shall be required to complete an access request form. The form, along with a copy of the contract award letter or IFB document, will be sent to the IT Department for processing. Temporary access to SBAC data or networks will terminate on or before the contract expiration date. Further, Bidder shall comply with SBAC's "Information Security Responsibilities" document, incorporated herein by reference, available at [http://www.sbac.edu/files/\\_IOHzs/\\_a70b66390a32737c3745a49013852ec4/Yearly/ACPSINFOSECRES\\_1.pdf](http://www.sbac.edu/files/_IOHzs/_a70b66390a32737c3745a49013852ec4/Yearly/ACPSINFOSECRES_1.pdf).
63. **FLORIDA PREFERENCE:** When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Bids from Bidders having a principal place of business outside the State of Florida. When applicable, all Bidders must complete and include Bidder's Statement of Principal Place of Business with its Bid. Failure to comply shall render its Bid non-responsive and therefore not subject to contract award.

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

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

ITEMS 66-74 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 & SAFETY ACT (34 CFR 80.36(i)(6)): Bidders and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.
69. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED: For Contracts exceeding of \$150,000, Bidder shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
70. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352): For Contracts exceeding \$100,000, Bidders shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to SBAC.
71. SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT: The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
72. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT: If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
73. DRUG-FREE WORKPLACE CERTIFICATION: Tie Bid preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendor(s) have a drug-free workplace program. In order to have a drug-free workplace program, a business shall: a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition; b) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations; c) Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1); d) In the statement specified in subsection (I), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States, or any state, for a violation occurring in the workplace no later than five (5) days after such conviction; e) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted; f) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
74. 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 SPECIFICATION  
IFB #20-42 – COMMERCIAL FLOOR MAINTENANCE MACHINES

The School Board of Alachua County (“SBAC” or “District”) is seeking prospective Bidders to respond to this Invitation For Bid (IFB) to furnish and deliver the equipment specified herein, in accordance with the following specifications.

**1. Scope:** The purpose of this IFB is to solicit multiple sources of supply and establish a term contract for the purchase and delivery of various types of commercial floor maintenance machines (or “equipment”) that are common and necessary to the operations of an educational facility. To a lesser degree, the scope of contract shall also include the repair and servicing of existing District equipment. SBAC currently serves a population of approximately 28,000 students, located in forty-seven (47) schools and centers. The District also maintains six (06) other ancillary facility sites, and approximately two hundred forty-six (246) portable buildings.

It is the intent of this contract to document the terms of purchase for each Bidder and to secure the most favorable educational discount prices available commensurate with the District’s potential purchasing volume. Orders for equipment shall be made on an “as needed” basis throughout the term of contract. Bidder shall provide all technical expertise, supervision, labor, delivery and other services that are necessary for the proper execution and performance of the contract. By submission of Bid, Bidder agrees to extend established contract discount(s) and provide service response to all schools, centers, and departments within the District (hereinafter “District site”).

**2. Tentative Schedule:**

- |                         |                                     |
|-------------------------|-------------------------------------|
| ▪ April 13, 2020 .....  | Invitation for Bid Issued           |
| ▪ April 20, 2020.....   | Last Day to Submit Questions (Noon) |
| ▪ May 8, 2020.....      | Bid Due Date                        |
| ▪ May 29, 2020 .....    | Planned Award Date                  |
| ▪ August 01, 2020 ..... | Commencement of Services            |

**3. Basis for Award:** In order to meet the needs of each District site and in the best interest of the SBAC, award shall be made as follows:

**3.1 Section A – Purchase of Floor Maintenance Machines:** Award shall be made, at the discretion of the Purchasing Department, to those responsive and responsible Bidders who comply with the following conditions as listed in descending order of preference:

- A. Offers one (01) or more specified categories of commercial grade equipment that is suitable for use in educational facilities, and meets the specific needs and quality standards of the District;
- B. Offers a competitive fixed discount for one (01) or more proposed manufacturers that results in favorable net delivered pricing to the District;
- C. Utilizes and distributes a published catalog, descriptive price list, or electronic catalog for each proposed manufacturer. The availability of an on-line catalog website may also be acceptable subject to meeting certain criteria (i.e., accessibility, price constancy, etc.);
- D. Provides the level of service required by the District in regards to: knowledge, expertise, and availability of product support staff; equipment service capability; stocking inventory level; order processing; audit pricing verification;
- E. Accepts official District purchase orders and Visa™ Purchasing Card;
- F. Accepts and complies with all terms and conditions of this IFB.

**3.2 Section B – Repair Labor, Parts, and Supplies:** Award shall additionally be made, at the discretion of the Purchasing Department, to those apparent successful Bidders of Section A who comply with the following conditions as listed in descending order of preference:

- A. Maintains a fully operational manufacturer authorized repair shop facility, with qualified staff, within Alachua County limits to ensure competent, timely and efficient service to the District;
- B. Provides repair service for manufacturer equipment primarily utilized by District;
- C. Maintains manufacturer parts availability commensurate with District’s requirements;
- D. Offers competitive hourly labor repair rate and discount for parts;
- E. Offers equipment pick-up and delivery services;
- F. Offers offsite repair at any District site should request be made.

The District may consider other criteria during the Bid evaluation process including past performance, and any noted exceptions or deviations from Bid specifications. Award of contract shall be limited to only those Bidders representing manufacturer product lines that afford both quality and value in the opinion of the District. No award shall be made to Bidders who, in the opinion of the District, do not offer products of any useful or economic benefit or have the capacity to perform the requirements of the contract.

SBAC reserves the right to make sole and final determination to reject or accept any Bid or part thereof, and to make award for each approved manufacturer in each category to a single Bidder or multiple Bidders based on discount offered or other separable portion that in its judgment will be in the best interest of the District.

**4. Contract Term:** The contract term shall be approximately one (01) year, beginning August 01, 2020, and ending July 31, 2021. The contract may thereafter be renewed for two (02) additional one (01) year periods under the same terms and conditions as the original contract, with the consent and agreement of both parties. If recommending renewal of contract, the Purchasing Department shall send an offer letter to Bidder at least thirty (30) days prior to the end of the current contract period. Bidder shall be notified when recommendation has been acted upon the School Board.

**5. Bid Summary Sheet:** Upon award of contract, a summary listing each awarded Bidder and corresponding manufacturer product lines with discount information shall be disseminated to all District sites for consideration in making equipment decisions. As need arises, each District site shall be urged to refer to the summary and referenced discounts in fulfilling their requirements at the lowest cost. Awarded Bidders shall be in a favorable position to compete for the District’s business with preference given to those offering the best quality selection and price savings meeting the specific application requirements of District site.

**6. Contract Value:** Because of the difficulty of determining the specific needs and budgetary limits of each individual District site, an annual projection of expenditures cannot reasonably be given. However, the total average expenditure for the purchase and service of equipment in the District for the 2018/2019 calendar years was approximately \$22,000. This estimate is intended as a guide in submitting your Bid. Even though this estimate is based on actual historical usage, it does not constitute a guarantee of purchase, and actual expenditures may be more or less than indicated.

The District makes no guarantee, implied or otherwise, as to the value or volume of equipment that may be purchased under this contract in its total or from any awarded Bidder. Furthermore, award of contract does not constitute an assurance or obligation on the part of the District that any equipment orders will be placed with any Bidder participating in this Bid. Each District site shall have the discretion to select the most appropriate equipment line from the awarded list that best meets its specific needs. It is understood that discount offered shall be honored regardless of actual quantity purchased for any and all equipment.

**7. Contract Management:** All activities relating to the acquisition of equipment shall be initiated and coordinated by designated District personnel (hereinafter “District Representative”) under the authority of the District ordering site and general direction of the Facilities Department.

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

- A. Established Business: Bidder shall be an established firm whose sole or primary business includes the provision and service of floor maintenance machines to commercial (business/institutional) accounts. Bidder shall have been continuously engaged in the specified services as the same legal entity within the State of Florida for a minimum of three (03) consecutive years. Demonstration of past successful experience with commercial accounts within the State of Florida, similar in scope of this contract, may be required;
- B. Product Line: All proposed manufacturer equipment shall be: (A) produced and marketed nationwide by a generally known and recognized manufacturer, and: (B) successfully utilized by other commercial (business/institutional) accounts within the State of Florida.

Bidder shall be a manufacturer or authorized dealer for each manufacturer product bid for the duration of contract. For purposes of this contract, Dealer shall mean a manufacturer's certified representative authorized to market, sell, provide, and service equipment of manufacturer. By signing this Bid, prospective Bidder certifies that they are currently in "good standing" with each proposed manufacturer and currently approved to represent manufacturer's equipment line to the District. As evidence of this, Bidder shall submit a letter of verification from each manufacturer within three (03) business days of request by the District;

- C. Location: Bidder shall be located within reasonable proximity (contiguous counties) of Alachua County limits to ensure availability of product support. 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 to the District.

Respondents of Section B, Repair Labor, Parts, and Supplies, shall be located and maintain a fully operational manufacturer authorized full-service repair facility within Alachua County limits to accommodate user walk-in traffic and facilitate timely service for equipment repair. Bidder shall maintain parts inventory levels commensurate with the requirements of this contract.

- D. Service – Bidder shall have adequate organization, facilities and personnel to ensure competent, prompt and efficient service to the District. Service level shall be determined in terms of equipment repair capability, ordering procedures, customer service responsiveness, delivery promptness, order fill rate, accuracy of pricing procedures, and correct order delivery. Bidder shall utilize a mode of transportation that facilitates dependable and timely service. Specific qualification criteria as appropriate to personnel, service, and equipment is further delineated herein;
- E. Financial Capacity: Bidder shall be in sound financial condition and have the financing necessary to adequately maintain the organization, facilities, equipment, and personnel required in the performance of contract.

SBAC reserves the right to request from Bidder any evidence that it deems appropriate in the evaluation and approval process, and to make sole and final determination as to Bidder's compliance and capability in meeting the requirements of the IFB. Should the District determine, in its opinion, that Bidder does not have the ability or capacity to provide any of the services as required in this contract, the Bid shall be rejected.

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

**10. 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.

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.

**11. Non-Exclusivity:** It is the intent of the District that this contract be a non-exclusive agreement between the parties. SBAC reserves the right to purchase any products described in this contract from any other source or via any other procurement method in lieu of any offer received or award made as a result of this Bid, without penalty or prejudice to SBAC: (A) if those purchases are to the economic advantage or other benefit to the District, or; (B) if the products offered herein do not meet the specific requirements of the District, or; (C) urgent delivery is required and Bidder is unable to comply therewith, or; (D) in cases of emergency, or; (E) in fulfillment of Board Policy.

**12. Eligible Purchases:** The Purchasing Department shall be responsible for making final determination as to which equipment is included or excluded within the scope of contract.

**13. Large Purchases:** For any single individual purchase estimated to exceed \$12,499, based on discount(s) offered, the Purchasing Department may, at its discretion, require the solicitation of quotations from two (02) or more equipment dealers deemed qualified by the District. Award shall be made, in all or part, to the dealer proposing the highest quality equipment at the lowest net cost. No single order estimated to cost over \$25,000 shall be placed under this contract.

#### **14. General Service Guidelines:**

- a. **General Supervision:** Bidder shall be responsible for coordinating all portions of delivery and installation, and ensure that services are being accomplished correctly and safely in conformance to established schedule. Bidder shall work jointly and cooperatively with District to resolve any performance issues. 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 proposed discount rates.
- b. **Bidder Availability:** Bidder shall provide the name, telephone/cell-phone/fax number, and email address of the designated Account Representative to contact regarding product ordering, order expediting, quality control, billing, and other service related issues. The representative shall be knowledgeable and familiar with this contract and shall be the liaison between the Bidder and SBAC on all matters pertaining thereof. Designated representative shall respond to all requests for assistance within twenty-four (24) hours of initial contact.
- c. **Communications:** Bidder shall maintain a staffed toll-free telephone and facsimile terminal by which the District may directly and immediately communicate requirements and other messages with sufficient, trained, and responsible personnel during normal business hours (Monday – Friday). Email may also be an acceptable form of communication.
- d. **Technical Support:** Technical support shall be available directly from manufacturer on all products provided under this contract. Bidder shall provide manufacturer contact information to District upon request.
- e. **School Calendar:** Each year, the SBAC is closed for Thanksgiving, Winter and Spring Breaks, as well as customary holidays. Additionally, schools are open only on a limited basis during the summer period. It shall be the responsibility of Bidder to maintain a current SBAC calendar and stay informed of school and facility operating hours. A complete listing of current school hours and holiday schedules can be found on the District's website: [www.sbac.edu](http://www.sbac.edu).
- f. **Product Ordering:** All equipment orders shall be placed by designated staff at each District site on an "as needed" basis via Visa Purchasing Card, official hard-copy District purchase order or internal purchase order issued by school. Verbal or blanket purchase orders are prohibited and shall not be honored by Bidder.

- g. **Substitutions:** No equipment shall be delivered other than those specifically ordered without prior approval of the Purchasing Department. Any substituted product that has been received without approval shall be returned at Bidder's expense.
- h. **Delivery:** Delivery shall be made, if requested, during regular business days and hours of operation, Monday through Friday, excluding holidays. Orders delivered to any location other than as instructed may be refused. It is understood that delivery shall not normally be made to any central location. A complete listing of current school and center hours and holiday schedules can be found on [www.sbac.edu](http://www.sbac.edu).
- i. **Delivery Time:** Time is an essential condition of this contract. All orders shall be processed and normally delivered within thirty (30) calendar days of receipt of order (ARO) unless otherwise indicated by Bidder on Form of Proposal.
- j. **Installation:** When required, Bidder shall be responsible for assembling equipment prior to delivery at no additional charge to the District. The District reserves the right to refuse delivery of any equipment that is not delivered in ready-to-use condition.
- k. **Demonstration/Training:** Upon request, Bidder shall provide demonstration and training on proper usage and application of purchased equipment at District site to acquaint end user with its operation. Demonstration/training of equipment shall be performed at no additional charge to the District.
- l. **Backorders:** Any order that cannot be delivered within the established delivery timeframe shall be considered a backorder. It shall be the responsibility of Bidder to notify the ordering site of any backorders and advise them of expected delivery date. When partial orders are delivered, products backordered shall be clearly indicated on the packing slip. Upon notification, the school/center reserves the right to approve or cancel the order, depending on the urgency of need. Backorders for purchases made with a P-Card are strictly prohibited.
- m. **Dead-On Arrival:** Any equipment received in an inoperable condition or which ceases to operate within five (05) business days of initial installation shall be considered dead-on-arrival (DOA). It shall be the responsibility of Bidder to make DOA equipment replacement within five (05) business days of notification. It is understood that all associated shipping charges for return of DOA equipment shall be the responsibility of Bidder.
- n. **Returned Product:** Any product purchased by the District under this contract may be returned, for any reason, for full credit within thirty (30) calendar days of receipt of order. Bidder may make exception and indicate applicable re-stocking fee on Form of Proposal. Restocking fee shall not exceed twenty percent (20%) of the original cost of item. Product shall be returned in new, unused, and saleable condition, and in the original factory sealed packaging. It is also understood that shipping charges for returned product shall be at the expense of SBAC.
- o. **Packaging:** Product shall be packaged in standard unopened, sealed dry packaging, in accordance to good commercial practice to protect from damage during transit. Packaging shall have all tags and labels intact and legible, and be clearly marked on the outside with the SBAC purchase order number or other reference order number.
- p. **Invoices:** Reference Attachment A, "42. Invoices". In addition... Bidder shall have the capability to provide accurate, reliable and timely invoices, statements, and credits. At a minimum, invoices shall contain sufficient information, as required by the District, to accurately determine the product and applicable unit cost as reflected on Form of Proposal. Invoices must be legible and extensions accurately computed for each item. Invoices that are received that are not properly and correctly prepared may cause delay of payment. Invoices shall contain, at minimum, the following information: purchase order number; invoice number; invoice date, service location; product description and model number; MSRP; appropriate discount; and, net delivered price.

Bidder shall ensure that all invoices are submitted in entirety to District site at time of delivery or within ten (10) business days to: the email address appearing on the face of the official District or internal account Purchase Order. Invoice shall be submitted in digital format (PDF file preferred).

- q. **Invoice Verification/Correction** It shall be the responsibility of District Representative to verify and approve all invoices prior to payment, and notify Bidder should a billing discrepancy be discovered. The District shall not pay incorrect invoices or late charges for invoices with disputed charges. As condition of payment, Bidder shall reissue corrected invoice and/or credit memo to offset any incorrect charges. It shall be the responsibility of Bidder to ensure that all invoices are correct. The repeated documented failure of Bidder to submit accurate invoices in the time and manner as specified shall be cause for termination of contract.
- r. **Auditable Records:** It shall be the responsibility of Bidder to maintain auditable records that can adequately support the determination of invoice prices. All records shall be kept in accordance with generally accepted accounting principles. These records shall be maintained a minimum of one (01) year from date of purchase and shall be readily available to SBAC personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

**15. Product:** The District shall only consider the proposal of commercial manufacturer floor maintenance machines that are suitable for general institutional use, and meet the specific needs and quality standards of the District. All floor maintenance machines provided in the performance of contract shall be: (A) designed, constructed, equipped, and assembled to be fully suitable for its intended use, purpose, and service, and; (B) new and unused for the current manufacturer's model year or later, of current or recent production, and of the latest design and construction, and; (C) free of damage and/or rust which may affect appearance, performance or serviceability. It is understood that remanufactured, refurbished, like-new, or demonstrator models shall not be furnished under this contract, with the exception of any items that may contain recycled content.

**16. Safety Standards:** All equipment that is subject to operation under pressure or to an electric source shall be approved and display the identification marking of the appropriate safety standard organization, where such approvals of listing have been established for the type of device offered and furnished (i.e., Underwriters Laboratories (UL), Canadian Standards Association (CSA), ETL Testing Laboratories, etc.). In addition, all equipment furnished shall meet all applicable requirements of the Occupational Safety and Health Act, and State and Federal requirements relating to clean air and water pollution. All electrical connections shall be three wire circuits with ground plugs, meeting National Electrical Code.

**17. Samples:** Upon award of contract, Bidder may occasionally be required to furnish fully assembled equipment for evaluation purposes. Samples shall be provided at no cost to the District within ten (10) business days of request by District Representative. It is understood that all equipment samples shall remain the property of Bidder and will be returned at Bidder's expense upon completion of evaluation. The District shall not assume any liability for any damage to equipment during testing. Following testing and evaluation, Bidder shall remove samples within thirty (30) calendar days of request. Any samples remaining thereafter shall become District property.

**18. Catalogs:** Bidder shall submit with Bid response one (01) copy of catalog for each manufacturer proposed. Product information contained therein must be descriptive in detail and include manufacturers' suggested retail price (MSRP) and product order number. If pricing is not printed in catalog, a price list must be attached. Catalog(s) shall be the latest edition or most current published, and must be dated and/or numbered for identification purposes. **SBAC prefers digital catalog(s) on a thumb drive, included with the Bid response.** Sales flyers, promotion price sheets of limited offering and time, or catalogs devoid of listed prices shall not be considered acceptable form.

It is understood that the submission of multiple manufacturer catalogs/price lists may be voluminous, and may not reasonably be available, in all or part, for inclusion with Bid response. In such case, Bidder shall provide, within three (03) business days of request by the Purchasing Department, a photocopy of one or more representative pages of manufacturer's catalog/price list for Bid evaluation purposes. Failure to submit catalog(s) in the time and manner as specified may cause Bid to be declared non-responsive. **Bidder agrees to provide District upon request and at any time during the term of contract, manufacturer's catalog/price list as discount/price verification.**

**18.1 Catalog Availability:** Bidder shall promptly provide current published or electronic catalogs directly to any District site upon request. Catalogs shall be labeled to reflect vendors name, Account Representative name, phone and fax numbers. All catalogs shall be provided at no cost to the District.

**18.2 Revised Catalog:** It shall be the responsibility of Bidder during the term of the contract to provide the Purchasing Department any revised or updated catalogs prior to effective date of requested change. Revised catalogs shall be sent to: School Board of Alachua County, Attn: Purchasing Department, 620 East University Ave., Gainesville, FL 32601. New prices shall become effective at the time of receipt of updated catalogs by the Purchasing Department and shall not apply to orders that have been submitted prior to effective date of change. Bidder shall not quote prices to any school or center from any catalog that has been superseded.

## **19. Discount:**

**Section A – Purchase of Floor Maintenance Machines:** Bids shall be submitted in the form of a percentage (%) discount amount, out to the tenths digit (i.e., 25.1%), deducted (-) from current, unaltered, published Manufacturer's Suggested Retail Prices (MSRP) that are in general circulation, and in effect at the time of product ordering. MSRPs shall not be custom or solely developed, created, maintained, altered, revised, changed, modified, or utilized for purposes of the IFB and resulting contract, if awarded. Discount(s) offered shall be firm and fixed during the term of contract. It is understood that MSRP may be updated and changed on a periodic basis. Such changes shall not be selective to SBAC, but must apply to Bidder's entire customer base.

In the determination of the discount that shall be offered to the District, the following terms and conditions shall prevail:

- A. **Single/Multiple Discount:** The District prefers that the discount offered apply to the entire manufacturers' standard product. However, should it not be standard practice in the normal course of business to offer a single percentage discount, multiple discounts may be offered for defined equipment categories. **Discount ranges offered with no explanation shall not be considered.**
- B. **Competitive Discount:** Bidders are requested to offer the District the maximum discounts available, commensurate with the scope of this contract, and offered to other educational institutions of equal or greater size. Discount offers of zero percent (0%) or net shall not be accepted unless from an already discounted manufacturer's catalog. SBAC reserves the right to reject any and all Bids that, in its opinion, do not offer a competitive discount that affords a price advantage to the District. In making such determination to reject Bid, consideration shall be given to catalog price structure, product offering, discount equity with other school districts, as well as discounts offered by competition.  
  
It is anticipated that those Bidders with the most favorable net delivered prices for those products meeting the specific requirements for each purchase should receive the largest volume of orders. SBAC reserves the right to negotiate discount offered in the event only one (01) Bid is received for any proposed manufacturer.
- C. **Minimum Orders:** Discount offered shall be based on an order quantity of one (01) or more. Minimum order dollar (\$) requirements shall not be allowed unless to comply with the terms of an additional quantity discount.
- D. **Freight Terms:** All orders shall be shipped F.O.B. Destination (multiple locations), inside delivery, freight prepaid and included, with title to goods transferring to the District at time of receipt and acceptance. Bids which contain separate delivery charges may be considered non-responsive. Delivery shall not ordinarily be made to any central warehouse location. No common carrier charges shall be honored by SBAC and any shipping charges billed to the District shall be refused payment. In the event delivery requires assistance to off-load equipment from truck, it shall be the responsibility of Bidder to directly contact District site and make request a minimum of twenty-four (24) hours in advance.
- E. **Quantity Discount:** Bidders are always urged to negotiate further price concessions with manufacturers and to offer additional discounts for one time delivery of large single orders. Bidders may list quantity discount on Form of Proposal or offer discount on a quote basis at time of order.

- F. Advantage Discounts: Bidders may offer additional “special” discounts at any time and may invoice at discounts greater than that bid. The District shall always accept additional discounts and price incentives offered by Bidder.
- G. Best Pricing Offer: Should “special” price promotions or discounts be available to the general trade or other institutional/business customers during term of contract for substantially the same or smaller quantity of specified products, than Bidder shall immediately offer the lower pricing to the District. It is understood that this special pricing may be of limited time duration and that the standard contract discount shall prevail at the end of the special sales program.

**20. Price Quote:** All Districts sites shall be encouraged to “price compare” as standard purchasing procedure. SBAC reserves the right to solicit written price quotations for each individual purchase from one (01) or more awarded Bidders representing those manufacturer product lines that are, in the opinion of District, the most appropriate in meeting application requirements and desired quality standards. Bidder shall be responsible for submitting its best and final quotation within the time deadline as specified.

## **21. Price**

**Section A – Purchase of Floor Maintenance Machines:** Unit price, as reflected on invoice, shall be determined by applying the proposed percentage (%) discount to the MSRP to obtain the net delivered price. Unit price shall be easily derived and verifiable from a documented source that is readily accessible or available such as published catalog, descriptive price list or website. Published list prices shall not be custom or solely developed for purposes of the IFB and resulting contract, if awarded.

Unless as otherwise permitted and expressly stated herein, discount offered shall be inclusive of all handling, order processing, labor, delivery (if requested), installation, assembly, demonstration, training, profit and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges shall be applicable to this contract and shall not be honored by the District unless specifically permitted and listed by Bidder on Form of Proposal.

**Section B – Repair Labor and Parts, and Supplies:** Unit price for parts and supplies, as reflected on invoice, shall be determined by applying the proposed percentage (%) discount to the MSRP to obtain the net price. It is understood that additional shipping charges may be applicable. Unit price shall be easily derived and verifiable from a documented source that is readily accessible or available such as published catalog, descriptive price list or website. Published list prices shall not be custom or solely developed for purposes of the IFB and resulting contract, if awarded.

Unless as otherwise permitted and expressly stated herein, discount offered shall be inclusive of all handling, order processing, profit and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges shall be applicable to this contract and shall not be honored by the District unless specifically permitted and listed by Bidder on Form of Proposal.

**22. Trade-In:** The trade-in of used equipment shall be permitted upon agreement of Bidder. The trade-in allowance shall be based on fair market value as negotiated between parties. The trade-in allowance shall be applied, in separate line item form, as credit toward purchase price of new equipment. It shall be the responsibility of District site to maintain all transaction records involved with the process. This provision shall not apply to trade-in equipment classified by the District as tangible property (original purchase price  $\geq$  \$1000).

**23. Warranty:** Reference Attachment A, “25. Condition of Product/Services”: In addition...All equipment provided in the performance of contract shall carry the manufacture’s standard warranty against defective material, workmanship, and failure to perform in accordance with manufacturer’s performance standards. Warranty shall apply from the date of completion of delivery/installation as referenced on invoice. Any other warranty exceeding that of the manufacturer that is provided by Bidder to other commercial accounts in scope and size of this contract shall additionally be offered to the District. Bidder shall have direct responsibility for the remedy of all warranty issues and shall resolve all matters regarding material facts and issues with the manufacturer, without the involvement of the SBAC. It is understood that any warranty coverage exercised shall be at no cost to the District and shall include any transportation charges incurred in the process of repair. If Bidder



is the material manufacturer and supplier, Bidder shall satisfy the needs of the SBAC immediately, without dispute. Unless as otherwise agreed, all warranty issues shall be corrected within five (05) business days of notification. Consistent delays or unresponsiveness in addressing warranty issues shall be recorded and considered in contract renewal evaluation as well as being a basis for contract termination.

**24. Exceptions:** Any exceptions to the terms and conditions as specified should be clearly delineated on Form of Proposal or by an attachment thereto. Failure to so indicate any exceptions shall be construed to mean acceptance. All noted exceptions or deviations shall be considered by the Purchasing Department during the Bid evaluation process and may be a factor in award. SBAC reserves the right to make sole and final determination to accept, reject or negotiate any or all proposed changes to the terms and conditions of IFB as deemed to be in the best interest of the District.

**25. Service Complaints:** All performance related complaints shall be reported by the District to Account Representative or other appropriate designated Bidder's representative. It shall be the responsibility of Bidder to promptly resolve reported complaints pursuant to the applicable terms of this Agreement.

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

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

ATTACHMENT C – FORM OF PROPOSAL  
IFB #20-42 – COMMERCIAL FLOOR MAINTENANCE MACHINES

**Bidder Instructions:**

**Section A – Purchase of Floor Maintenance Machines:** For each equipment category bid, Bidder shall propose a manufacturer of equipment and single fixed firm percentage (%) discount, out to the tenths digit (i.e. - 7.8%, 15.0%, etc.), that shall be deducted (-) from current, unaltered, published manufacturer list prices (MSRP) for equipment and any attachments/accessories ordered. Respondents are not required to bid all equipment categories.

The net delivered unit price of equipment shall be inclusive of all handling, order processing, labor, delivery, installation, assembly, necessary adjustments, demonstration, training, supervision, insurance, profit, and any other direct and indirect cost associated with the performance of the contract. No other charges or surcharges shall be applicable to this contract and shall not be honored by the District unless specifically permitted and listed by Bidder on Form of Proposal.

**Bidder may propose three (03) manufactures for each specified equipment category. To propose additional manufacturers, duplicate page(s) as necessary.**

**Section B – Repair Labor and Parts, and Supplies:** Bid price/discount for each specified category.

Any exceptions to the terms and conditions as specified should be clearly delineated on Form of Proposal or by an attachment thereto. Failure to so indicate any exceptions shall be construed to mean acceptance. All noted exceptions or deviations shall be considered by the Purchasing Department during the Bid evaluation process and may be a factor in award.

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

Acknowledgement of receipt of addenda (if applicable):

\_\_\_\_\_Addendum No. 1  
(initial here)

\_\_\_\_\_Addendum No. 2  
(initial here)

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Category: 01	<b>Commercial Up-Right Vacuum Cleaner, 14", 18", and other sizes</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			

Category: 02	<b>Commercial Vacuum, Canister</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			

Category: 03	<b>Commercial Automated Sweeper, wide area, walk-behind</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			

Category: 04	<b>Commercial Vacuum Cleaner with Wet/Dry Application</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			

Category: 05	<b>Commercial Portable Carpet Soil Extractor</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____			
_____			
_____			
_____			
List all attachments/accessories commonly included with equipment: _____			
_____			
_____			
Manufacturer's warranty: _____			
_____			
_____			

Category: 06	<b>Commercial Self-Contained Portable Carpet Extractor</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			



Category: 07	<b>Commercial Floor Machine, 175 RPM, electric, rotary, general purpose</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			

Category: 08	<b>Commercial Hi-Speed Floor Machine (1500 RPM), electric</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			

Category: 09	<b>Commercial Automatic Floor Scrubber, battery powered, walk-behind</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			

Category: 10	<b>Commercial Portable Air Moving Machine</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____			
_____			
_____			
_____			
List all attachments/accessories commonly included with equipment: _____			
_____			
_____			
Manufacturer's warranty: _____			
_____			
_____			

Category: 11	<b>Spot Cleaning Extractor</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			

Category: 12	<b>Manual Sweeper</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			

Category 13	<b>Commercial Vacuum, Backpack, 1440 Watt, 120 CFM</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			

Category: 14	<b>Specialty Equipment (Bidder to specify)</b>
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Proposed Manufacturer:			
Catalog Volume #:		Catalog Date:	
Manufacturer Website:			
Minimum Discount Percentage (%) Offered:			
Specified Equipment:	%	Attachments/Accessories:	%
Delivery of equipment shall be _____ calendar days from receipt of order.			
General description of equipment including sizes available: _____ _____ _____ _____			
List all attachments/accessories commonly included with equipment: _____ _____ _____			
Manufacturer's warranty: _____ _____ _____			



**Section B – Repair Labor and Parts, and Supplies:** Propose discount/pricing as follows.

<b>Repair Service:</b> Labor rate for maintenance and repair of one or more defined categories of equipment out of warranty.	Define Category	Hourly Labor Rate
<u>Off-site</u> at Bidder's authorized factory repair service facility.		\$
		\$
<u>On-site</u> repair service at any District site; travel time included.		\$
		\$

<b>Pick-up/Delivery:</b> Service Fee charged for the pick-up and/or return of one (01) or more pieces of equipment at any District site.	U/M	Service Fee
Pick-up <u>and</u> return of equipment at any site.	Per roundtrip	\$
Pick-up <u>or</u> return of equipment at any site.	Per one-way	\$

<b>Repair Parts:</b> OEM or District approved manufacturer brands only. Repair parts pricing shall be based on percentage (%) discount off published manufacturer's catalog list prices.					
#	List Manufacturer(s)	Discount Offered	#	List Manufacturer(s)	Discount Offered
1		%	6		%
2		%	7		%
3		%	8		%
4		%	9		%
5		%	10		%

<b>Miscellaneous Supplies</b> (vacuum bags, belts, pads, etc.): Pricing shall be based on discount % off published manufacturer's catalog list prices	
Manufacturer	Discount Offered
All Manufacturer Brands	%

<p><b>Parts/Supplies Shipping Fee:</b> (check ✓ as applicable)</p> <p><input type="checkbox"/> Free, Prepaid and Included</p> <p><input type="checkbox"/> Prepaid and added to invoice in accordance with the following method: _____</p> <p>_____</p>
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### **Questionnaire**

Bidder is a ☐ Manufacturer ☐ Authorized Dealer for each manufacturer equipment line proposed.

Firm Name: \_\_\_\_\_

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

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Manager: \_\_\_\_\_

Email: \_\_\_\_\_

### **Business Operations**

Is it your firm's intent to subcontract any portion of specified services in this contract? ☐ Yes ☐ No

If yes, provide details: \_\_\_\_\_

Is business office staffed during regular business hours? ☐ Yes ☐ No Hours: \_\_\_\_\_ to \_\_\_\_\_

### **Experience**

Years in business under present name: \_\_\_\_\_

Years providing products/services within the State of Florida: \_\_\_\_\_ Alachua County: \_\_\_\_\_

Has your firm ever done business with the District? ☐ Yes ☐ No

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

### **Designated Account Representative**

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Is Account Representative available to make on-site visits within District upon request? ☐ Yes ☐ No

### **Account Representative (Inside Sales)**

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

\_\_\_\_\_ Email: \_\_\_\_\_

### **Quotations**

Requests for price quotations shall be sent to: ☐ Account Representative ☐ Account Representative (Inside)

☐ Other: \_\_\_\_\_

### **Purchase Orders**

Send to attention of: ☐ Account Representative ☐ Other: \_\_\_\_\_

**Equipment Service**

Is it your firm's intent to provide warranty and out-of-warranty maintenance/repair service for all manufacturers equipment proposed under this contract? ☐ Yes ☐ No

Exceptions: \_\_\_\_\_

Does your firm maintain a full-service equipment maintenance/repair facility? ☐ Yes ☐ No

If no, are these services outsourced? ☐ Yes ☐ No

If outsourced, provide name/location: \_\_\_\_\_

**Ecommerce**

Does your firm maintain a website? ☐ Yes ☐ No

Website address: www.\_\_\_\_\_

Check ☒ if available online: ☐ Product availability ☐ Product information/technical specs

☐ MSRP ☐ Parts availability

**Discount (Section A)**

Is discount offered District equal to or greater than that offered other school districts or institutional accounts within the State of Florida of equal or greater size? ☐ Yes ☐ No

List any exceptions to offered discount: \_\_\_\_\_

**Quantity Discount**

Does your firm offer a quantity discount? ☐ Yes ☐ No

If yes, Quantity Discount shall be offered by: ☐ Quote basis at time of order or ☐ available as follows:

**Delivery**

Delivery shall normally be made by: ☐ Own vehicle ☐ Express (UPS, etc.)

☐ Other: \_\_\_\_\_

Pick-up and delivery of out-of-warranty equipment to be serviced shall normally be made by:

☐ Own vehicle ☐ Express (UPS, etc.) ☐ Other: \_\_\_\_\_

**Returned Item(s)**

Item(s) may be returned within \_\_\_\_\_ business days of receipt of order.

Exceptions: \_\_\_\_\_

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

If yes, re-stocking fee is \_\_\_\_\_ % of total order

**Exceptions**

Bidder shall state any exceptions that may apply to any terms and conditions as specified:

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